

LEASE NO. LFL62486

Standard Lease
GSA FORM L201C (05/11)

This Lease is made and entered into between

The Prudential Insurance Company of America

("the Lessor"), whose principal place of business is 213 Washington St Lobby NJ-02-01-03, Newark, NJ 07102-2917, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

701 San Marco, Jacksonville, FL 32207-9998

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Ten (10) Years, Five (5) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

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FOR THE LESSOR:

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Name: GREGORY M. GUTHRIE
Title: VICE PRESIDENT, CORPORATE REAL ESTATE
Date: 12/3/2012

FOR THE GOVERNMENT:

Milagros Lemus - Toro
Lease Contracting Officer

Date: 03-29-13

WITNESSED BY:

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Name: GERARD SICA
Title:
Date: 12/3/12

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	5
1.01	THE PREMISES	5
1.02	EXPRESS APPURTENANT RIGHTS	5
1.03	RENT AND OTHER CONSIDERATION	5
1.04	BROKER COMMISSION AND COMMISSION CREDIT	5
1.05	TERMINATION RIGHT	6
1.06	RENEWAL RIGHTS	6
1.07	DOCUMENTS INCORPORATED BY REFERENCE	6
1.08	TENANT IMPROVEMENT ALLOWANCE	6
1.09	TENANT IMPROVEMENT RENTAL ADJUSTMENT (APR 2011)	6
1.10	TENANT IMPROVEMENT FEE SCHEDULE	7
1.11	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE	7
1.12	OPERATING COST BASE	7
1.13	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES	7
1.14	NON-24/7 HVAC RATES	7
1.15	24-HOUR HVAC REQUIREMENT (APR 2011)	7
1.16	ADDITIONAL BUILDING IMPROVEMENTS	7
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	8
2.01	DEFINITIONS AND GENERAL TERMS (APR 2011)	8
2.02	AUTHORIZED REPRESENTATIVES (APR 2011)	8
2.03	WAIVER OF RESTORATION (APR 2011)	8
2.04	PAYMENT OF BROKER (APR 2011)	8
2.05	CHANGE OF OWNERSHIP (APR 2011)	9
2.06	REAL ESTATE TAX ADJUSTMENT (AUG 2008)	9
2.07	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	11
2.08	OPERATING COSTS ADJUSTMENT (APR 2011)	11
2.09	FINANCIAL AND TECHNICAL CAPABILITY (MAY 2011)	11
2.10	RELOCATION ASSISTANCE ACT (APR 2011)	11
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	12
3.01	LABOR STANDARDS (APR 2011)	12
3.02	WORK PERFORMANCE (APR 2011)	12
3.03	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	12
3.04	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	12
3.05	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)	12
3.06	CONSTRUCTION WASTE MANAGEMENT (AUG 2008)	12
3.07	WOOD PRODUCTS (AUG 2008)	12
3.08	ADHESIVES AND SEALANTS (AUG 2008)	13
3.09	BUILDING SHELL REQUIREMENTS (APR 2011)	13
3.10	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)	13
3.11	QUALITY AND APPEARANCE OF BUILDING (APR 2011)	13
3.12	VESTIBULES (APR 2011)	13
3.13	MEANS OF EGRESS (APR 2011)	14
3.14	AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011)	14
3.15	FIRE ALARM SYSTEM (APR 2011)	14
3.16	ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2011)	14
3.17	ELEVATORS (APR 2011)	14
3.18	INTENTIONALLY DELETED	15
3.19	FLAGPOLE (APR 2011)	15
3.20	DEMOLITION (APR 2011)	15
3.21	ACCESSIBILITY (FEB 2007)	15
3.22	CEILINGS (APR 2011)	15
3.23	DOORS (APR 2011)	15
3.24	DOORS: EXTERIOR (APR 2011)	16
3.25	DOORS: HARDWARE (APR 2011)	16
3.26	DOORS: IDENTIFICATION (APR 2011)	16
3.27	WINDOWS (APR 2011)	16
3.28	PARTITIONS: GENERAL (APR 2011)	16
3.29	PARTITIONS: PERMANENT (APR 2011)	16
3.30	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	16
3.31	WALL FINISHES (APR 2011)	17
3.32	PAINTING (APR 2011)	17
3.33	FLOORS AND FLOOR LOAD (APR 2011)	17
3.34	FLOOR COVERING AND PERIMETERS (APR 2011)	17
3.35	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	17
3.36	BUILDING SYSTEMS (APR 2011)	17
3.37	ELECTRICAL (APR 2011)	17
3.38	ELECTRICAL: GENERAL (APR 2011)	17

3.39	ELECTRICAL: DISTRIBUTION (APR 2011)	18
3.40	ADDITIONAL ELECTRICAL CONTROLS (APR 2014)	18
3.41	PLUMBING (APR 2011)	18
3.42	DRINKING FOUNTAINS (APR 2011)	18
3.43	TOILET ROOMS (APR 2011)	18
3.44	JANITOR CLOSETS (APR 2011)	19
3.45	HEATING VENTILATION AND AIR CONDITIONING (APR 2011)	19
3.46	HEATING AND AIR CONDITIONING (APR 2011)	19
3.47	VENTILATION (APR 2011)	19
3.48	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	19
3.49	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	19
3.50	LIGHTING: INTERIOR AND PARKING (DEC 2010)	20
3.51	ACOUSTICAL REQUIREMENTS (SEP 2009)	20
3.52	ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)	20
3.53	SECURITY FOR NEW CONSTRUCTION (NOV 2005)	20
3.54	SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)	20
3.55	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) (DEC 2010)	20
3.56	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	21
3.57	GREEN LEASE SUBMITTALS (SEP 2010)	21
3.58	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)	22
3.59	ACCESS TO UTILITY AREAS (NOV 2005)	22
3.60	MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)	22
3.61	ACCESS TO BUILDING INFORMATION (NOV 2005)	22
3.62	IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)	22
3.63	SYSTEMS COMMISSIONING (APR 2011)	23
3.64	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)	23
3.65	EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)	23
3.66	SECURE HVAC: SECURE RETURN AIR GRILLES (NOV 2005)	23
3.67	SECURE HVAC: OUTDOOR AIR INTAKES (NOV 2005)	23
3.68	EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (APR 2011)	23
3.69	SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (NOV 2005)	23

SECTION 4 DESIGN, CONSTRUCTION AND POST AWARD ACTIVITIES..... 24

4.01	SCHEDULE FOR COMPLETION OF SPACE (APR 2011)	24
4.02	PREPARATION AND REVIEW OF DESIGN INTENT DRAWINGS (APR 2011)	24
4.03	CONSTRUCTION DOCUMENTS (APR 2011)	25
4.04	TENANT IMPROVEMENTS PRICE PROPOSAL (APR 2011)	25
4.05	TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAY 2011)	25
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	25
4.07	PROGRESS REPORTS (APR 2011)	25
4.08	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (APR 2011)	26
4.09	CONSTRUCTION INSPECTIONS (APR 2011)	26
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2011)	26
4.11	LEASE TERM COMMENCEMENT DATE AND ANNUAL RENT RECONCILIATION (APR 2011)	26
4.12	AS-BUILT DRAWINGS (APR 2011)	26
4.13	LIQUIDATED DAMAGES (APR 2011)	26

SECTION 5 TENANT IMPROVEMENT COMPONENTS..... 27

5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (APR 2011)	27
5.02	FINISH SELECTIONS (DEC 2010)	27
5.03	WINDOW COVERINGS (SEP 2009)	27
5.04	DOORS: SUITE ENTRY (AUG 2008)	27
5.05	DOORS: INTERIOR (AUG 2008)	27
5.06	DOORS: HARDWARE (DEC 2007)	27
5.07	DOORS: IDENTIFICATION (SEP 2000)	27
5.08	PARTITIONS: SUBDIVIDING (SEP 2009)	28
5.09	WALL FINISHES - TI (APR 2011)	28
5.10	PAINTING - TI (APR 2011)	28
5.11	FLOOR COVERINGS AND PERIMETERS	29
5.12	HEATING AND AIR CONDITIONING - TI (APR 2011)	30
5.13	ELECTRICAL: DISTRIBUTION—TI (APR 2011)	30
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT—TI (APR 2011)	30
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS—TI (AUG 2008)	30
5.16	DATA DISTRIBUTION (AUG 2008)	30
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)	31
5.18	LIGHTING: INTERIOR AND PARKING - TI (APR 2011)	31

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 32

6.01	PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011)	32
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6.02	UTILITIES (APR 2011)	32
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (APR 2011)	32
6.04	HEATING AND AIR CONDITIONING (APR 2011)	32
6.05	OVERTIME HVAC USAGE (APR 2011)	32
6.06	JANITORIAL SERVICES (APR 2011)	32
6.07	SELECTION OF CLEANING PRODUCTS (APR 2011)	33
6.08	SELECTION OF PAPER PRODUCTS (APR 2011)	33
6.09	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)	33
6.10	MAINTENANCE OF PROVIDED FINISHES (APR 2011)	33
6.11	ASBESTOS ABATEMENT (APR 2011)	34
6.12	ONSITE LESSOR MANAGEMENT (APR 2011)	34
6.13	SCHEDULE OF PERIODIC SERVICES (APR 2011)	34
6.14	LANDSCAPING (APR 2011)	34
6.15	LANDSCAPE MAINTENANCE (APR 2011)	34
6.16	RECYCLING (DEC 2007)	34
6.17	RANDOLPH-SHEPPARD COMPLIANCE (APR 2011)	34
6.18	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009)	34
6.19	INDOOR AIR QUALITY (DEC 2007)	34
6.20	RADON IN AIR (AUG 2008)	35
6.21	RADON IN WATER (AUG 2008)	35
6.22	HAZARDOUS MATERIALS (OCT 1996)	35
6.23	MOLD (AUG 2008)	35
6.24	OCCUPANT EMERGENCY PLANS (APR 2011)	36
6.25	FLAG-DISPLAY (APR 2011)	36
 SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		37
7.01	TENANT IMPROVEMENT ALLOWANCE.....	37
7.02	EXPRESS APPURTENANT RIGHTS.....	37
7.03	PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011)	37
7.04	ADDITIONAL TERMS AND CONDITIONS	37
7.05	EXEMPTION STATEMENT	38
7.06	MODIFIED PARAGRAPH.....	38

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 9,193 rentable square feet (RSF), yielding 7,994 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 1.15%, located on the 7th floor and known as Suite 7 West, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS

PARAGRAPH HAS BEEN MODIFIED. PLEASE GO TO THE LAST SECTION OF THIS DOCUMENT TITLED 'ADDITIONAL TERMS AND CONDITIONS' TO SEE REVISED CLAUSE.

1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1 - 5		YEARS -6-10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$101,123.00	\$11.00	\$117,210.75	\$12.75
TENANT IMPROVEMENTS RENTAL RATE*	\$80,417.37	\$8.75	\$0.00	\$0.00
OPERATING COSTS**	\$79,965.00	\$8.70	\$79,965.00	\$8.70
BUILDING SPECIFIC SECURITY COSTS*	\$4,226.29	\$0.46	\$0.00	\$0.00
FULL SERVICE RATE	\$265,731.65	\$28.91	\$197,175.75	\$21.45

*The Tenant Improvements Allowance and Building Specific Security Costs are amortized at a rate of 6.5 percent per annum for 5 years.

** Operating Expenses will be adjusted annually, in accordance with Lease Paragraph 2.08, "Operating Costs Adjustment."

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 7,994 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT:

CBRE, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is \$37,062.86 and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only \$20,847.86 of the Commission, will be payable to CBRE, Inc. with the remaining \$16,215.00, which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$22,144.30 minus prorated Commission Credit of \$8,107.50 equals \$14,036.80 adjusted 1st Month's Rent.

Month 2 Rental Payment \$22,144.30 minus prorated Commission Credit of \$8,107.50 equals \$14,036.80 adjusted 2nd Month's Rent.

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 270 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS

This Lease may be renewed at the option of the Government for two (2) terms of five (5) YEARS each at the following rental rate(s):

	OPTION TERM, YEARS 11 - 15		OPTION TERM, YEARS 16 - 20	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	<u>\$134,677.45</u>	<u>\$14.65</u>	<u>\$154,902.05</u>	<u>\$16.85</u>
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 270 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
FWS & EPA SPECIFIC REQUIREMENTS	50	B
GSA FORM 3517B GENERAL CLAUSES	33	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	D
SMALL BUSINESS SUBCONTRACTING PLAN	10	E
DEVIATIONS SPREADSHEET	1	F
ADDITIONAL SECURITY REQUIREMENTS	2	G

1.08 TENANT IMPROVEMENT ALLOWANCE

PARAGRAPH HAS BEEN MODIFIED. PLEASE GO TO THE LAST SECTION OF DOCUMENT TITLED "ADDITIONAL TERMS AND CONDITIONS" TO SEE MODIFIED CLAUSE.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (APR 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement Allowance. That part of the Tenant Improvement Allowance amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the Tenant Improvement requirements;
2. Pay lump sum for the overage upon completion and acceptance of the improvements; or
3. This subparagraph is intentionally deleted.

1.10 TENANT IMPROVEMENT FEE SCHEDULE

For pricing Tenant Improvement Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (PER ABOA SQ. FT. OR % OF CONSTRUCTION COSTS)	\$4.00 PER ABOA SF
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	5%

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 1.4 percent. The percentage of occupancy is derived by dividing the total Government space of 9,193 RSF by the total building space of 658,822 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$864,000.00.

1.12 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$8.70 per rentable sq. ft.

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOA sq. ft. of space vacated by the Government.

1.14 NON-24/7 HVAC RATES

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$45.00 per hour for the entire space.

1.15 24-HOUR HVAC REQUIREMENT (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.16 ADDITIONAL BUILDING IMPROVEMENTS

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

A. The existing dead end corridor on the 7th Floor will be required to be limited to 50 feet in length. Lessor agrees to install an additional door in the corridor.

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (APR 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Days. All references to "day" in this Lease, not including references to "working days," shall be understood to mean calendar days.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- G. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- H. Lease Award Date. The Lease Award Date means the date that the Lease is signed by the LCO (and on which the Lessor's obligations under the Lease commence).
- I. The Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section I of this Lease, and delineated by plan on Exhibit B. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- J. The Property and the Building. The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights). The building(s) situated on the Property in which the Premises are located shall be referred to herein as "the Building(s)."
- K. The Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- L. Standard for Measuring Office Area and Other Space. For the purposes of this Lease, Space shall be measured in accordance with the standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area. ANSI/BOMA Z65.1-1996 shall be used. References to ABOA mean ANSI/BOMA Office Area.
- M. Working days. Working days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (APR 2011)

The signatories to this Lease shall have full authority to bind their respective principles with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) without notice or an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 PAYMENT OF BROKER (APR 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay half the commission to the Broker at award and the second half at the Lease Term Commencement Date.

2.05 CHANGE OF OWNERSHIP (APR 2011)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is only changing its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor ("Transferor"), and the new owner or assignee ("Transferee") shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to recognize the Transferee as its Lessor until (a) the payment of rent has commenced; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must complete a Central Contractor Registration ("CCR") (See FAR 52.232-33) and complete and sign GSA Form 3518A, Representations and Certifications (to substitute Exhibit D).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under subparagraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in subparagraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.06 REAL ESTATE TAX ADJUSTMENT (AUG 2008)

A. Purpose: This paragraph provides for adjustment in the rent ("Tax Adjustment") to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax Adjustments shall be calculated in accordance with this Clause.

B. Definitions: The following definitions apply to the use of capitalized terms within this paragraph:

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF-2) form all or a part.
2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. "Taxing Authority" is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.
5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.
7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.

8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.
9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSQ occupied by the Government pursuant to the Lease to the total RSQ in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for space leased by the Government or for rentable space on the Property.

C. Adjustment for Changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual lump sum payment to the Lessor. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

1. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.
2. After commencement of the Lease term, the Lessor shall provide to the Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.
3. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.
4. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.
5. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.
6. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.
7. In order to obtain a Tax Adjustment, the Lessor shall furnish the Contracting Officer with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Contracting Officer, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) for the requested Tax Adjustment, including the calculation thereof. All such documents must be received by the Contracting Officer within 90 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE TAX YEAR AFFECTED.

D. Tax Appeals. If the Government occupies more than 50% of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.07 ADJUSTMENT FOR VACANT PREMISES (APR 2011)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the Lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA (sq. ft.) of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the Lease expires or is terminated.

2.08 OPERATING COSTS ADJUSTMENT (APR 2011)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.09 FINANCIAL AND TECHNICAL CAPABILITY (MAY 2011)

A. AFTER AWARD:

Within thirty (30) days after lease award, the Lessor shall provide to the CO evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

B. The Government shall have the right to withhold approval of DIDs until the conditions specified in subparagraph A have been satisfied.

C. Within ten (10) calendar days after the LCO issues the NTP for TI construction, the Lessor shall provide to the Contracting Officer evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accord with the construction schedule for tenant improvements as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.10 RELOCATION ASSISTANCE ACT (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (APR 2014)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.02 WORK PERFORMANCE (APR 2011)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the contracting officer. The contracting officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/wastes/conservation/tools/cpg/products/index.htm>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet the RLP's performance standards.

3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A. Items and materials existing in the lease premises, or to be removed from the lease premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

3.06 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.07 WOOD PRODUCTS (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.08 ADHESIVES AND SEALANTS (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.09 BUILDING SHELL REQUIREMENTS (APR 2011)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements not specifically designated as Tenant Improvements, Building Specific Security, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)

Excepting the tenant improvement work required in Lease Paragraph 7.04, Lease Paragraph 7.05 (Exemption Statement) applies.

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this lease, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.11 QUALITY AND APPEARANCE OF BUILDING (APR 2011)

The building in which lease premises are located shall be designed, built and maintained in good condition and in accordance with the lease requirements. If not new or recent construction, the building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.12 VESTIBULES (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

3.13 MEANS OF EGRESS (APR 2011)

A. Space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code (current as of the award date of this Lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Interlocking or Scissor stairs shall only be counted as one approved exit stair. Open air exterior fire escapes shall not be counted as an approved exit stair. In addition, the requirements for door hardware, exit remoteness and discharge from exits shall meet the requirements in NFPA 101, Life Safety Code (current as of the award date of this Lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011)

A. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the award date of this Lease), or the applicable local codes.

B. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, Installation of Sprinkler Systems. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

3.15 FIRE ALARM SYSTEM (APR 2011)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located on the 3rd floor or higher. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.

B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, National Fire Alarm and Signaling Code (current as of the award of the Lease). The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify either the local fire department, remote station, or UL listed central station. Emergency power shall be provided for the fire alarm system.

C. If a building's fire alarm control unit is over 25 years old, the Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the award of the Lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

3.16 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2011)

Please refer to Exhibit F.

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government leases in buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions.

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease).

3.17 ELEVATORS (APR 2011)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government-demised area not having ground level access. Service shall be available during the routine hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, Safety Code for Elevators and Escalators (current as of the award date of this Lease). Where provided, elevator-lobby and elevator-machine-room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevators, and automatically notify either the local fire department, remote station or UL listed central station. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2,

Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 sq. ft. per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Please refer to Exhibit F.

3.18 INTENTIONALLY DELETED

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.19 FLAGPOLE (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.20 DEMOLITION (APR 2011)

The Lessor shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.

3.21 ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.22 CEILINGS (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Government-demised area prior to construction of the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Tenant Improvements.

D. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

E. Restrooms. Plastered or spackled and taped gypsum board.

F. Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.

G. Corridors and Eating/Galley Areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.23 DOORS (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements.

3.24 DOORS: EXTERIOR (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.

3.25 DOORS: HARDWARE (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.26 DOORS: IDENTIFICATION (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.27 WINDOWS (APR 2011)

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

3.28 PARTITIONS: GENERAL (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

3.29 PARTITIONS: PERMANENT (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located (such as the International Building Code, etc.) current as of the award date of this Lease.

3.30 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this lease) adopted by the jurisdiction in which the building is located.

3.31 WALL FINISHES (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi gloss paint on remaining wall areas, or other finish approved by the Contracting Officer.

B. All elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.32 PAINTING (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

3.33 FLOORS AND FLOOR LOAD (APR 2011)

A. All adjoining floor areas shall be:

1. Of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards;
2. Non-slip; and
3. Acceptable to the Contracting Officer.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA sq. ft. plus 20 pounds per ABOA sq. ft. for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA sq. ft., including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

3.34 FLOOR COVERING AND PERIMETERS (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.

C. Any alternate flooring must be pre-approved by the Contracting Officer.

3.35 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

3.36 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.37 ELECTRICAL (APR 2011)

Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ABOA sq. ft.

3.38 ELECTRICAL: GENERAL (APR 2011)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

3.39 ELECTRICAL: DISTRIBUTION (APR 2011)

- A. Main-power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
- B. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ABOA sq. ft.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.
- D. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas.
- E. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them

3.40 ADDITIONAL ELECTRICAL CONTROLS (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.41 PLUMBING (APR 2011)

The Lessor shall include cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

3.42 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.43 TOILET ROOMS (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

- A. The Government shall require **two (2)** water closets and **two (2)** sinks to be divided equally for women's and men's facilities, urinals may be substituted for 1/3 of water closets specified.
- B. Separate toilet facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- C. Each main toilet room shall contain the following:
1. A mirror and shelf above the lavatory.
 2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
 3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
 4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
 5. A coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall.
 6. A disposable toilet seat cover dispenser.
 7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
 8. A floor drain.
 9. For new installations:
 - a. Water closets shall not use more than 1.6 gallons per flush.
 - b. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.
 - c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.
 - d. Toilet partitions shall be made from recovered materials as listed in EPA's CPG.

3.44 JANITOR CLOSETS (APR 2011)

- A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.45 HEATING VENTILATION AND AIR CONDITIONING (APR 2011)

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA sq. and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

3.46 HEATING AND AIR CONDITIONING (APR 2011)

- A. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- B. Equipment Performance. Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
- C. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

3.47 VENTILATION (APR 2011)

- A. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
- B. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. The building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.48 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

- A. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
- B. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
- C. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
- D. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.49 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

- A. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antennae to the leased space shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

3.50 LIGHTING: INTERIOR AND PARKING (DEC 2010)

A. Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ABOA sq. ft.

B. Unless alternate lighting is approved by the Contracting Officer, the Lessor shall provide deep cell parabolic louver 2'-0" wide x 4'-0" long or two 2'-0" wide x 2'-0" long (or building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ABOA sq. ft. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the GSA Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

C. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

D. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

3.51 ACOUSTICAL REQUIREMENTS (SEP 2009)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

1. Conference rooms: NIC 40
2. Offices: NIC 35

D. Testing. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.52 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.53 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.54 SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.55 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) (DEC 2010)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.56 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the Contracting Officer.

H. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

I. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

J. Protect stored onsite and installed absorptive materials from moisture damage.

3.57 GREEN LEASE SUBMITTALS (SEP 2010)

Excepting new base building construction completed by the Lessor, Lease Paragraph 7.05 (Exemption Statement) would apply.

A. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the lease.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the lease.

4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the lease.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the lease.
6. Construction Waste Management Plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the contracting officer, may permit alternative means of disposal.
7. Building Recycling Service Plan: A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the contracting officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the lease.
9. A written commissioning plan submitted to the contracting officer prior to the completion of Design Intent Drawings that includes:
 - a. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the contracting officer immediately); and
 - b. A description of how commissioning requirements will be met and confirmed.
10. At completion of LEED®, documentation and receipt of final certification, two electronic copies of all supporting documentation for certification on compact disk.
11. If renewable source power is purchased, documentation within 9 months of occupancy.

3.58 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

3.59 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

3.60 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

3.61 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

3.62 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

3.63 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements (TI) or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.64 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

3.65 EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the Lease. Costs for emergency power to critical systems that are Building-Specific Security requirements should be allocated to that cost component.

3.66 SECURE HVAC: SECURE RETURN-AIR GRILLES (NOV 2005)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.67 SECURE HVAC: OUTDOOR-AIR-INTAKES (NOV 2005)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3.69 SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (NOV 2005)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

SECTION 4 DESIGN, CONSTRUCTION AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (APR 2011)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor Provided Design Intent Drawings ("DIDs"): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **thirty (30) working days** following the Lease Award Date, provided that the Government timely supplies the such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the Tenant Agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the TI and associated work as shown on the DIDs. This budget proposal shall be completed within **fifteen (15) days** of the Government's request.

B. "Design Intent Drawings." For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased space which reflect all Lease and tenant agency interior build out requirements provided by the Government sufficient for the preparation of CDs, including:

1. Furniture, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Repositioned sprinklers, ceilings, and lighting, where impacted;
4. Specifications necessary for calculation of electrical and HVAC loads; and
5. All finish and signage selections.

C. Government review and approval of DIDs: The Government must notify the Lessor of DID approval not later than ten (10) working days following submission of DIDs conforming to the requirements of this Lease and the tenant agency's interior build-out requirements as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance.

D. The Lessor's preparation and submission of Construction Documents ("CDs"): The Lessor must complete CDs conforming to the approved DIDs not later than **30 days** following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **five (5) days** of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this clause, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **ten (10) working days** to review CDs before Lessor proceeds to prepare a TI Price Proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI Price Proposal: The Lessor shall prepare and submit a complete TI Price Proposal in accordance with this Lease within thirty (30) working days following the end of the Government CD review period.

G. Negotiation of TI Price Proposal and issuance of Notice to Proceed ("NTP"): The Government shall issue NTP within **fifteen (15) days** following the submission of the TI Price Proposal, provided that the TI Price Proposal conforms to the requirements of the clause titled Tenant Improvements Price Proposal and the parties negotiate a fair and reasonable price for TIs.

H. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **one hundred twenty (120) days** following issuance of NTP.

4.02 PREPARATION AND REVIEW OF DESIGN INTENT DRAWINGS (APR 2011)

A. DIDs, for the purposes of this Lease, are defined as fully dimensioned drawings of the Space, which reflect all Lease and tenant agency interior build-out requirements provided by the Government sufficient for the preparation of CDs, including:

1. Furniture, wall, door, and built-in millwork locations.
2. Telephone, electrical, and data outlet types and locations.
3. Repositioned sprinklers, ceilings, and lighting, where impacted.
4. Specifications necessary for calculation of electrical and HVAC loads.
5. All finish and signage selections.

B. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the tenant agency build-out requirements as they apply to the Space.

4.03 CONSTRUCTION DOCUMENTS (APR 2011)

The Lessor's Construction Documents ("CDs") shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. CDs shall also be annotated with all applicable specifications. CDs shall also clearly identify Tenant Improvements already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.04 TENANT IMPROVEMENTS PRICE PROPOSAL (APR 2011)

The Lessor's TI Price Proposal shall be supported by sufficient cost and pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the building shell rent or already priced as Building Specific Security shall be clearly identified and excluded from the TI Price Proposal. After negotiation and acceptance of the TI price, GSA shall issue a Notice to Proceed to the Lessor.

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAY 2011)

A. The Lessor shall submit a Tenant Improvement (TI) Price Proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the Tenant Improvements within the time frame specified in the "SCHEDULE FOR COMPLETION OF SPACE" paragraph in this Section. The TI Price Proposal shall use the fee rates specified in the "TENANT IMPROVEMENT FEE SCHEDULE" paragraph in Section 1 of this lease. The Lessor shall exclude from the TI Price Proposal all costs for fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

B. The Tenant Improvements scope of work includes the lease, the design intent drawings, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.

C. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the TICS Table (described below) shall be invited to participate in the competitive proposal process. At its sole discretion, the Government may be willing to consider a price proposal that is not based on a competitive bidding process if competition is not available or if otherwise warranted; however, in this case the Government reserves the right to use other analytical means to determine the reasonableness of the price or determining cost realism.

D. Each TI proposal shall be 1) submitted by the proposed General Contractors (or subcontractors) using the Tenant Improvement Cost Summary (TICS) Table in CSI Master format; 2) reviewed by the Lessor prior to submission to the Government to insure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and 3) reviewed by the Government. The GCs shall submit supporting bids from major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government, consistent with the TICS Table Masterformat cost elements.

E. Unless specifically designated in this Lease as a Tenant Improvement cost, all construction costs shall be deemed to be included in the Shell Rent (or Building Specific Security Cost, if applicable). Any costs in the GC's proposal for building shell and building specific security items shall be clearly identified on the TICS Table separately from the Tenant Improvement costs.

F. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

G. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The Contracting Officer shall issue to the Lessor a notice to proceed with the Tenant Improvements upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame requirements specified in the "SCHEDULE FOR COMPLETION OF SPACE" paragraph in this Section and other paragraphs of this lease.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within XX days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within ten (10) working days of NTP, the Lessor shall initiate a Construction Meeting. The Lessor will have contractor representatives including its Architects, Engineers, General Contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (APR 2011)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of XX days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy date; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (APR 2011)

The Government shall have the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

4.09 CONSTRUCTION INSPECTIONS (APR 2011)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of the Lease.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2011)

A. Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may obtain satisfaction of this condition by obtaining the services of a licensed fire protection engineer to verify that the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances.

4.11 LEASE TERM COMMENCEMENT DATE AND ANNUAL RENT RECONCILIATION (APR 2011)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA square feet in the Space, which, together with the CAF established in Section 1, will yield the total Rentable Area of the Premises. The rent for the space will be adjusted based upon the measured ABOA square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (APR 2011)

Not later than **thirty (30) working days** after the acceptance of the Space, the Lessor shall furnish to the Government a complete set Computer Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (APR 2011)

Excepting the tenant improvement work required in Lease Paragraph 7.04, Lease Paragraph 7.05 (Exemption Statement) applies.

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages equivalent to one day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT (TI) REQUIREMENTS (APR 2011)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements designated as TIs within this section, the Security Section, and the Agency-specific requirements shall be deemed to be included in the TI components of the rent.

5.02 FINISH SELECTIONS (DEC 2010)

A. The Lessor must consult with the Contracting Officer prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All required finish option sample boards must be provided within 15 working days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 15 working days after receipt of samples. The Lessor may not make any substitutions after the finish option is selected.

B. All building finishes must be for first class, modern space. All samples provided must comply with specifications set forth elsewhere in this Lease. The finish options must be approved by GSA prior to installation.

5.03 WINDOW COVERINGS (SEP 2009)

Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the LCO.

5.04 DOORS: SUITE ENTRY (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Doors within the Government-demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (DEC 2007)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

5.07 DOORS: IDENTIFICATION (SEP 2000)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.08 PARTITIONS: SUBDIVIDING (SEP 2009)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement Allowance. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 WALL FINISHES - TI (APR 2011)

In the event the Government chooses to install a wall covering as part of the Tenant Improvement Allowance, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

5.10 PAINTING – TI (APR 2011)

- A. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
- B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) off gassing:
 - 1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - 2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 - 3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b. Non-flats: 150 g/L.
 - 4. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
 - 5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
 - 6. Floor coatings: 100 g/L
 - 7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
 - 8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
 - 9. Stains: 250 g/L.
 - 10. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.

5.11 FLOOR COVERINGS AND PERIMETERS

A. TENANT IMPROVEMENT INFORMATION

1. Prior to acceptance, existing carpeting shall be replaced with carpet and vinyl tiles that meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have vinyl base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
2. Any alternate flooring shall be pre-approved by the Contracting Officer.

B. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product Sustainability and Environmental Requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
2. Recycle Content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.
3. Low Emitting Materials. The ESD rated carpet and ESD vinyl tiles and conductive floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
4. Face Fiber Content. Face yarn must be 100% nylon textured loop fiber with conductive fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100% BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
5. Performance Requirements for ESD Modular Carpet Tile.
 - Electrostatic Propensity and Resistance - Meets or exceeds all ANSI/ESD S20.20-2007 standards for electronics handling
 - Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria
 - Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662
 - Thickness: 5.0mm
 - Size 24" x 24"
 - Backing: Static-dissipative
 - Lifetime warranty on antistatic performance
 - Grounding & Adhesive Materials: Copper straps every 1,000 ft and manufacturer approved conductive adhesives

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Performance Requirements for ESD Modular Vinyl Tiles.
 - Electrostatic Propensity and Resistance - Meets or exceeds all ANSI/ESD S20.20-2007 standards for electronics handling
 - Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria
 - Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662
 - Thickness: 3.2mm to 5.0mm
 - Size(2) 24" x 24" or 12" x 12"
 - Lifetime Warranty on antistatic performance
 - Grounding Material: Copper Straps every 1,000 ft and manufacturer approved conductive adhesives
7. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

SPACE DEFINITION	TRAFFIC CLASSIFICATION	TARR CLASSIFICATION
PRIVATE OFFICES	MODERATE	≥ 3.0 TARR
TRAINING, CONFERENCE, COURTROOMS, ETC	HEAVY	≥ 3.0 TARR
OPEN OFFICE, CAFETERIA, CORRIDORS, LOBBIES	SEVERE	≥ 3.5 TARR

The carpet should be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

8. Carpet Reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the Procurement Officer.

9. Warranty. Submit a copy of the manufacturer's standard warranty to the Procurement Officer within the first 60 days of Government occupancy. Government is to be a beneficiary of the terms of this warranty.
10. Additional Information. See Section 7.04 – Additional Terms and Conditions, for additional information regarding flooring requirements.

C. FLOORING—REPAIR OR REPLACEMENT (BUILDING SHELL):

1. Maintenance and Upkeep

- a. Except when damaged by the Government, the Lessor shall repair or replace flooring as part of shell rent at any time during the lease term when:
- i. Backing or underlayment is exposed.
 - ii. Surface color or texture has noticeable variations.
 - iii. Texture has curls, upturned edges, or other noticeable variations.
 - iv. Tiles are loose.
 - v. Tears or other tripping hazards are present.
- b. Repair or replacement shall include the moving and returning of furnishings and disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this Lease.

5.12 HEATING AND AIR CONDITIONING – TI (APR 2011)

Zone Control. Provide individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area sq. ft. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.13 ELECTRICAL: DISTRIBUTION—TI (APR 2011)

- A. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT—TI (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvement Allowance. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS—TI (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

Provide sealed conduit to house the agency telecommunications system when required.

5.16 DATA DISTRIBUTION (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

The Government shall be responsible for purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations shall be in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the Tenant Improvement Allowance outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop.

5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

A. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.18 LIGHTING: INTERIOR AND PARKING – TI (APR 2011)

A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the building shell and the space layout is part of the Tenant Improvement Allowance. The light fixtures shall meet the requirements as stated in the above Building Shell.

B. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is part of the TI Allowance.

C. The design intent drawings may require a mixed use of recessed and pendant style fixtures in the leased space.

D. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter.



SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2014)

PARAGRAPH HAS BEEN MODIFIED. PLEASE GO TO THE LAST SECTION OF THIS DOCUMENT TITLED 'ADDITIONAL TERMS AND CONDITIONS' TO SEE REVISED CLAUSE.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

6.04 HEATING AND AIR CONDITIONING (APR 2011)

Please refer to Lease Paragraph 7.05 (Exemption Statement) and Exhibit F.

In all office areas, temperatures shall conform to local commercial standards and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the Premises, regardless of outside temperatures, during the operating hours specified in this Lease. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO or other GSA representative as may be designated by the LCO. Simultaneous heating and cooling are not permitted.

Warehouse or Garage areas require heating and ventilation only. Cooling of this space is not required. Temperature of Warehouse or Garage areas shall be maintained at a minimum of 50° Fahrenheit.

The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.05 OVERTIME HVAC USAGE (APR 2011)

A. If there is to be a charge for heating or cooling outside of the building's normal operating hours, such services shall be provided at the hourly rates set forth in Section 1. Overtime usage services may be ordered by the Government's Authorized Representative only.

B. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease

6.06 JANITORIAL SERVICES (APR 2011)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The Lessor shall be entitled to assume that the following frequencies of cleaning tasks shall be sufficient. If the Lessor elects to perform any cleaning tasks less frequently, and the level of cleanliness does not meet the Government's approval, the Government may direct the Lessor to increase the frequency of such tasks. **All janitorial services must be performed during normal tenant business hours of 8:30 AM to 5:00 PM. Occasional exceptions to these hours for less frequent services must be coordinated with and approved by the tenant.**

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

B. Three Times a Week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three Times a Year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a Year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every Two Years. Shampoo carpets in all offices and other non-public areas.
- K. Every Five Years. Dry clean or wash (as appropriate) all draperies.
- L. As Required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest Control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.07 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- A. Use products that are packaged ecologically;
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.08 SELECTION OF PAPER PRODUCTS (APR 2011)

The Lessor shall select paper and paper products (e.g., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.09 MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as, but not limited to; fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, etc. prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

6.10 MAINTENANCE OF PROVIDED FINISHES (APR 2011)

A. Paint, Wall Coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the lease. All painted surfaces, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done during normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every five (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the rent.

B. Carpet and Flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears and/or tripping hazards are present.
2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Space every ten (10) years.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this Lease.

6.11 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the LCO the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.12 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.13 SCHEDULE OF PERIODIC SERVICES (APR 2011)

Within 60 days after occupancy by the Government, the Lessor shall provide to the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.14 LANDSCAPING (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

6.15 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.16 RECYCLING (DEC 2007)

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this RLP, Lessor shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, Compliance with Applicable Law. In all other cases, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 sq. ft. per 1,000 sq. ft. of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

6.17 RANDOLPH-SHEPPARD COMPLIANCE (APR 2011)

During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

6.18 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

6.19 INDOOR AIR QUALITY (DEC 2007)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on building operations and Lessor activities;
2. Providing access to space for assessment and testing, if required; and
3. Implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Government-demised area;
2. Common building areas;
3. Ventilation systems and zones serving the leased space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per sq. ft., no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.20 RADON IN AIR (AUG 2008)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide space in which in-air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

6.21 RADON IN WATER (AUG 2008)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.22 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

6.23 MOLD (AUG 2008)

A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within 90 days after the Government's approval of the Plan,

remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.24 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. Among other things, the Plan must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. Find additional information and guidelines on Occupant Emergency Plans at <http://www.9-11summit.org/materials9-11/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf>.

6.25 FLAG DISPLAY (APR 2011)

PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance for purposes of this Lease is \$44.052450 per ABOA square feet for EPA and \$40.663800 per ABOA square feet for FWS.

The Tenant Improvement Allowance for Environmental Protection Agency (EPA) is \$226,671.88 (5,145.5 ABOA SF).
The Tenant Improvement Allowance for Fish and Wildlife Services (FWS) is \$115,830.83 (2,848.5 ABOA SF).

The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount has been amortized in the rent over the term of this Lease at an interest rate of ~~3%~~ percent per year.

7.02 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** A total of fifteen (15) parking spaces is required. All fifteen (15) shall be structured, inside, covered spaces reserved for the exclusive use of the Government, and five (5) of the fifteen (15) shall be wider parking spaces (a minimum of three feet wider than current/existing parking spaces) in order to accommodate large SUVs and large pickup trucks. The Fish and Wildlife Service will occupy two (2) "standard" parking spaces and four (4) of the wider spaces, for a total of six (6) spaces. EPA will occupy eight (8) "standard" spaces and one (1) of the wider spaces, for a total of nine (9) spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennae, Satellite Dishes and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

7.03 PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than routine hours, of necessary services and utilities such as elevators, toilets, lights, and electric power. Cleaning shall be performed during tenant working hours. Janitorial Services shall not be required on weekends or federal holidays. Services, maintenance, and utilities shall be provided from **8:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays.

7.04 ADDITIONAL TERMS AND CONDITIONS

The following applies to the entire space:

1. **EPA** – Replace two existing supplemental HVAC units in the EPA computer forensics lab and the EPA server room (TI cost), and add ductwork to provide HVAC to EPA evidence storage room. Landlord to provide quarterly preventive maintenance and repairs of both units under their own contract. This and all operational costs (e.g., electric utility charges) to be included in the full-service rental rate, not separately sub-metered. This is required for the entire lease term and any subsequent lease extensions.
2. This subparagraph is intentionally deleted.
3. **FWS** – Install two (2) ceiling mount "split" supplemental HVAC unit to service the FWS computer forensics lab, the FWS evidence storage room (Rm. 726), the FWS Equipment Storage room (Rm. 727), the shared FWS/EPA telecommunications room (Rm. 724), and the shared FWS/EPA Electronic Surveillance workshop (Rm. 722) (TI cost). Landlord to provide quarterly preventive maintenance and repairs of both units under their own contract. This and all operational costs (e.g., electric utility charges) to be included in the full-service rental rate, not separately SUB-metered. This is required for the entire lease term and any subsequent lease extensions.
4. **FWS** – Convert existing sprinkler system to a dual-stage dry pipe sprinkler system in the FWS lab, FWS evidence storage room (Rm. 726), FWS Equipment Storage room (Rm. 727), the shared FWS/EPA telecommunications room (Rm. 724), and in the shared FWS/EPA Electronic Surveillance workshop (Rm. 722) (TI cost). Also, move/relocate four existing sprinkler heads in FWS storage room (Rm. 745) and shared FWS/EPA Electronic Surveillance workshop (Rm. 722).
5. This subparagraph is intentionally deleted.
6. **EPA & FWS** - Remove all existing modular carpet tiles and vinyl flooring throughout the space and replace with Electro-Static-Dissipative (ESD) rated carpet tile and vinyl tile. ESD carpet tiles shall be installed throughout the space except for the following seven (7) rooms, which require ESD rated vinyl tiles: 1) EPA evidence room (Rm. 738), 2) FWS evidence room (Rm. 726), 3) FWS/EPA Shipping & Receiving Room (Rm. 739), 4) FWS/EPA Telecommunications/Secure Storage Room (Rm. 724), 5) FWS/EPA Electronic Surveillance workshop (Rm. 722), 6) FWS/EPA Fabrication Room (Rm. 725), 7) FWS/EPA Kitchen/Break Room/Storage (Rm. 744). Both carpet and vinyl tiles must be installed using manufacturer recommendations for conductive adhesive and grounding straps every 1,000 sq feet.

PLEASE
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Staticworx ESD vinyl tiles and Staticworx Shadow FX carpet tiles meet all required antistatic specifications (WWW.STATICWORX.COM 617-923-2000).

7. **EPA & FWS** - Strip and re-wax all vinyl floors and professionally clean all carpeting as needed but not less than once per year, using only products and procedures recommended by the manufacturer of the ESD flooring.
8. **EPA & FWS** - Replace all existing snap light switches with motion detection switches in order to provide on-demand overhead lighting seven (7) days per week, twenty-four (24) hours per day.
9. **EPA & FWS** - At the Government's expense, the landlord shall permit the modernization of the West Tower infrastructure (cabling) to allow local TELCO to provide high-speed DSL data service and/or that would allow local cable provider to offer high-speed internet access.
10. **EPA & FWS** - Loading dock in the West Tower to remain open from at least 8:30 AM until 6:00 PM (local time), Monday -Friday.
11. **EPA & FWS** - Remove all existing wall covering and replace with paint (all hallways, FWS Lab - Rm. 723 and FWS Storage Rm. 745). Re-paint all door jams and painted doors, re-stain front door and touch-up scratches on all other stained doors. In five (5) years, cyclical repainting of all painted wall surfaces, door jambs, doors, and re-stain all wood doors.
12. **EPA & FWS** - Install grounding circuit in the FWS/EPA Tech Room, with a minimum of one grounding point in each of the four walls.
13. **EPA & FWS** - Install three-foot tall stainless kick plates on the inside of both front doors.
14. **EPA & FWS** - Install ADA compliant auto-openers on both front doors. A keypad must also be installed to allow employees to open the security door when no receptionist is present.
15. **EPA & FWS** - Install a Card Reader in the stairwell closest to the main entrance of the suite.
16. **EPA & FWS** - Replace scuffed/damaged ceiling tiles after the completion of all other construction.
17. **EPA & FWS** - Any cost associated with the landlord's issuance of initial (new) employee ID/access badges and the replacement of lost, damaged or malfunctioning ID/access badges shall be included in the full-service rental rate.
18. **EPA & FWS** - Several fire extinguishers need to be changed out and resized. Please see following chart outlining the needs:
 - Add 10 LB or larger Halon Fire Extinguisher to Rm 725 (shared tech fabrication room)
 - Add 10 LB or larger Halon Fire Extinguisher to Rm 723 (FWS Forensics Lab)
 - Add 10 LB or larger Halon Fire Extinguisher to Rm 730 (FWS Forensics Lab)
19. **EPA & FWS** - At Lessor's expense, replace carpeting in the common area (elevator bank/hallways) on the Government's floor.
20. **EPA & FWS** - Adjust the kitchen cabinet doors and drawers and replace the kitchen cabinet below the sink.
21. **EPA & FWS** - Ceiling light fixtures must be relocated directly over workstations/desks or additional light fixtures must be installed.
22. **EPA & FWS** - All required improvements shall be phased during normal business hours.
23. **EPA & FWS** - In accordance with Lease Paragraph 3.42, Lessor agrees to install an additional drinking fountain as a shell cost.
24. **Common Area** - Lessor agrees to re-paint and re-carpet the area in front of the hallway restrooms and elevators as a shell cost.
25. **Restrooms** - In accordance with 3.43C7, Lessor agrees to install the additional counter area as a shell cost.

7.05 EXEMPTION STATEMENT

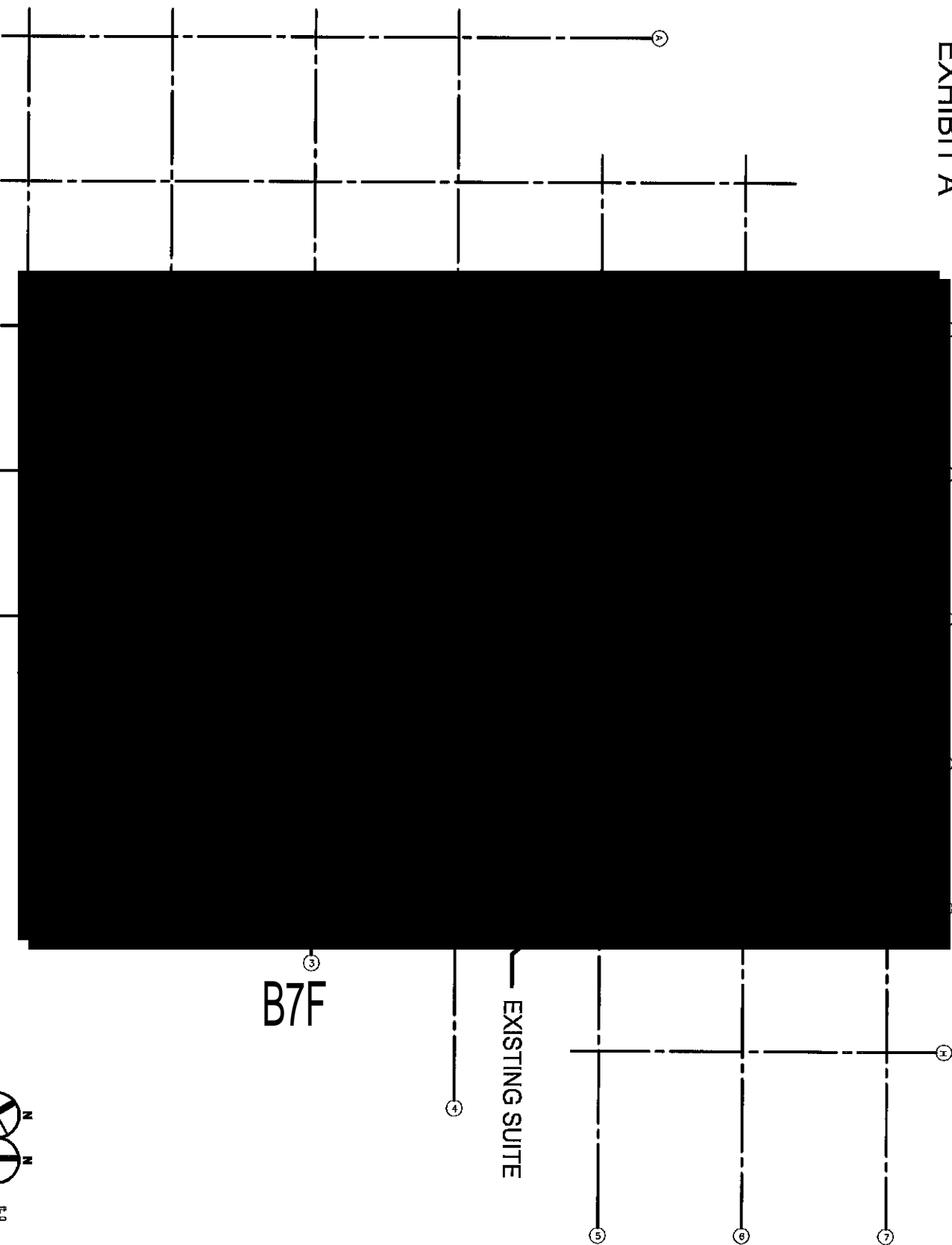
The Government and Lessor acknowledge and agree that the Government has been in occupancy of the Premises since July 2007 and there are existing tenant improvements (the "Existing Improvements") within the Premises.

The Existing Improvements may or may not conform to the requirements set forth in this Succeeding Lease. The Government and Lessor further acknowledge and agree that only new improvements made within the Premises after the date of this Lease shall be required to comply with the requirements set forth herein and Lessor shall have no obligation to retrofit or modify the Existing Improvements in connection therewith, unless such retrofit or modification is required by local, state, or Federal code.

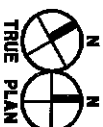
7.06 MODIFIED PARAGRAPH

Subparagraph C7 of Section 2.06, Real Estate Tax Adjustment was modified.

EXHIBIT A



GSA SUITE (EPA & FWS OFFICES)
PRUDENTIAL OC BUILDING WEST TOWER
701 SAN MARCO BLVD.
7TH FLOOR PLAN



B7F

EXISTING SUITE

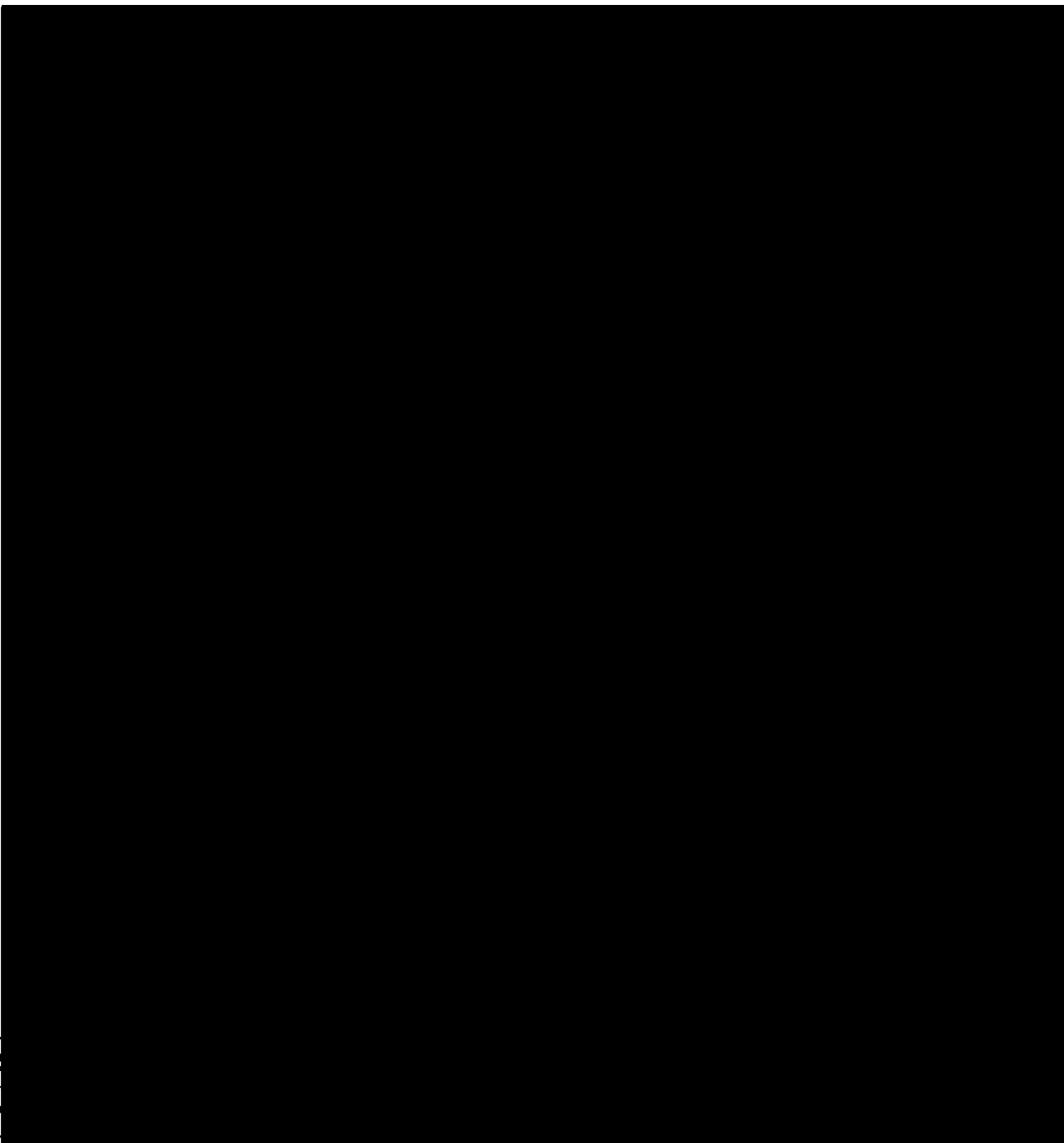
BASED ON EXISTING CAD FILES
FOR SUITE DATED 3-9-2002

INITIALS:

46

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PRUDENTIAL OC BUILDING WEST TOWER
701 SAN MARCO BLVD.
1ST FLOOR PLAN



INITIALS: AL LESSOR & MM GOV'T

**Office of Criminal Enforcement, Forensics and Training
Criminal Investigation Division**

FACILITY SECURITY SPECIFICATIONS

AND

SPECIAL REQUIREMENTS

Criminal Investigation Division (CID) facilities must provide an operational base from which all international, federal, tribal, state, county and local law enforcement, intelligence and regulatory or technical support activities occur. CID facilities must provide for the use and storage of a wide range of unclassified criminal enforcement-related, law enforcement sensitive and national security classified manual and automated information, materials and property. As such, CID facilities must be accessible to not only the general public served, but to those individuals who perform a variety of vital criminal enforcement roles.

While it is recognized that the below listed security specifications and special requirements exceed the "normal level of protection" afforded most other federal facilities, it is necessary they be implemented in order to achieve the same levels of effectiveness and efficiency that are required of all other law enforcement agencies. Such success can only be attained by access to and the use of various resources and information (e.g., use of sensitive enforcement data; confidential business information (CBI); NCIC/NLETS (National Law Enforcement Telecommunications System); SECRET grand jury materials; GENSER (Confidential, Secret and Top Secret) and SCI classified documents and information; confidential surveillance equipment; emergency response communication capabilities; law enforcement vehicles, etc.)

To utilize such resources and information requires that CID complies with not only EPA but other federal standards, policies and procedures (e.g., Department of Justice (DOJ); Department of Defense (DOD); Department of Energy (DOE); etc.) Attaining the level of standardization within all CID facilities will ensure that harm to human health and the environment can be prevented or greatly diminished.

EPA/CID Facility Reqs.
Jacksonville, Florida

-2-

**INITIALS _____ & _____
LESSOR GOVERNMENT**

CERT-CID FACILITY STANDARDS

Room Types and Utilization Description

A. Secure Reception Room.

The main entrance area is designed to receive, control and identify visitors. This room is equipped with a teller style glass window and it should be large enough to accommodate chairs for a minimum of four visitors in a CID Area Office (AO) and two to three visitor chairs in a CID Resident Office (RO).

B. Conference and Training Rooms.

This room is located within direct access from the Secure Reception Room. In a CID AO, this room is utilized for staff meetings, briefings, task force meetings, and joint seminars with other international, federal, state, county and local law enforcement, intelligence, and regulatory agencies. Size varies depending of the CID AO mission requirements. Conference rooms are built out between 350-400 square feet to accommodate 20-25 users in a CID AO location. This build standard is based on the FMSD blue book standard of 20 square feet per person.

The CID RO conference rooms are built out at approximately 160 square feet to accommodate a maximum of approximately 10 users, and also functions as a dual conference/interview room in most CID RO locations. UNICOR's smallest conference room table is 36" x 72" with conference ends extending an additional 36" for flexibility.

Due to the confidentiality and sensitivity of the subject matter being addressed by criminal investigations, this room must also be constructed so that normal human speech is not audible in any adjoining room.

C. Interview room.

This room is used to interview witnesses, suspects and defendants. It is constructed at 100 square feet minimum, and must be large enough to accommodate a desk or table and two side chairs for interview purposes. This room must be constructed so that normal speech is not audible in any adjoining room, a see through window is used to oversee and video actual interrogations, and employee egress and safety must be considered in the design. To access the Interview Room, one entry point should be open to the public through the Secured Reception Room, and the other entry point should be open only to agent personnel through a controlled door leading into the larger CID AO/RO office space.

BPA/CID Facility Reqs
Jacksonville, Florida

-3-

INITIALS _____ & _____
LESSOR GOVERNMENT

D. Processing Room.

Located in the CID AO only, this area is generally open to the office area, and requires a small sink for fingerprinting and associated activities. The Processing Room should be large enough to accommodate at least four individuals.

E. Secure Storage Room and Evidence Vaults.

This room is required to maintain control of all evidence, custodial property, and Grand Jury material associated with a criminal case, using chain-of-custody methods and requirements. It is also used to allow for review of Grand Jury evidence and for discovery purposes. Therefore, it is necessary to construct a room-within-a-room to allow case materials and evidence to be removed from the vaulted, secured area to a working table. A computer must be housed in this area to maintain appropriate inventory of the evidence.

This room requires wire mesh protection and must be slab to slab. Size varies according to case load requirements at each location. The Secure Storage Room and Evidence Vault area, when combined, ranges from 200 -300 square feet for a CID RO location, and up to 400-550 square feet in a CID AO. These rooms must also be large enough to accommodate two agents and at least one individual from whom the evidence, custodial property, and Grand Jury material will be received and processed.

The Evidence Vault area is usually located within the larger or surrounding Secure Storage Room, but is physically separated within the Secure Storage Room in order to properly secure and process seized evidence or Grand Jury documents once they become evidence, and are subject to stricter chain-of-custody evidentiary requirements. Both of these areas are equipped with metal shelving, safes, a document control computer and related work space. In addition, weapons and ammunition, as well as sensitive technical investigative equipment, are to be kept in safes that are located within the Secure Storage Area.

F. Mail/Copy/General Storage.

This room is used to house photocopier, fax machines, shredders, storage of paper, recycling bins and supplies used by the larger CID staff. Size varies depending on office case load requirements. Average size in a CID AO is approximately 190 sq. ft., and 130 sq. ft. in a CID RO.

Additionally, this room must be located next to or adjacent to the Secure Storage Room in order to support the discovery of potential criminal evidence process that occurs between CID special agent personnel, prosecutors, and defense counsel, their staffs, and any defendants who are the subject of the criminal proceeding. This space is necessary in order to restrict access from the Secure Storage Room by non-CID personnel.

BPA/CID Facility Reqs.
Jacksonville, Florida

-4-

INITIALS &
LESSOR GOVERNMENT

As such, the Mail/Copy/General Storage room must be large enough to accommodate at least a 6 foot work table capable of seating a minimum of 4 people (i.e., CID case agent, prosecutor, legal counsel, and their defendant) to review and copy CID investigative lead and case files, Grand Jury materials, evidence, etc. This room should also be large enough to provide sufficient space and electrical connections to allow defense counsel the ability to establish temporary, portable copying or printing capability as may be ordered by the federal court when a federal Magistrate or District Court Judge directs this expense to be borne by the defendant and not the government.

G. Equipment Room.

The Equipment Room is used to locate phone, security, and ADP equipment. It must also be large enough to accommodate a file server and related work station space. An equipment room will be located only in a CID AO that is not co-located with an EPA Regional Office. The agency standards for this room are 10 x 10.

H. Communication Room.

Usually located in a CID AO only; an exception may be the larger CID RO. This room houses the Law Enforcement Communications System(s). Size varies by geographical location depending on the international, federal, state, regional, county or local law enforcement equipment memorandum of agreements or memorandum of understandings and related requirements, but generally will involve the installation and daily use of at least one if not two computer workstations (NCIC and NLETS). It will also house the CID Motorola radio communication network equipment (i.e., base station, transmitter, etc.) which interacts with similarly installed equipment in CID law enforcement vehicles and portable radios assigned CID special agent and technical support personnel. As such, this room is also used to store the sensitive message traffic and related documents received from such systems; thus, the Communications Room size must be capable of accommodating two users, equipment, and files.

I. Secure File Storage Room.

This room requirement varies according to CID AO and RO case load requirements. The Secure File Storage Room is used to house investigative leads and case files as well as related investigative records (i.e., records checks; regulatory documentation under criminal review; sanitized or non-6e Grand Jury document summaries; investigative case reports; referrals; grand jury records; search warrant documents; surveillance reports, audio and video tapes; arrest and prisoner processing documentation; criminal information or indictment documentation; trial exhibits, transcripts, and related documentation; appellate case documentation; etc.). The average size is 150 square feet. Room houses 36" five drawer locking file cabinets for case correspondence.

BPA/CID Facility Reqs.
Jacksonville, Florida

-5-

INITIALS _____ & _____
LESSOR GOVERNMENT

J. Computer Forensics Laboratory.

The NCFL is to be comprised of a computer forensics laboratory, evidence vault, secure file and equipment storage and office. The office space is requested to accommodate a total of five permanent employees. The computer forensics laboratory should be a separate room, large enough to accommodate a total of up to eight employees working simultaneously. The laboratory area should measure approximately 1,000 square feet, with the length and width of the room being almost equal in size. An additional 1,000 square feet is required for an evidence vault and a secure file storage and equipment room.

EPA/CID Facility Reqs.
Jacksonville, Florida

-6-

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OCEFT-CID FACILITY STANDARDS

Building Specifications

1. BUILDING LOCATION

If the GSA cannot find a building within the central business district (see Executive Order 12072), which satisfies our mission and security requirements, then OCEFT must be allowed to expand the delineated area so that a safe, secure building can be found.

Delineated Area Required for Jacksonville Area Office: Within the Central Business District (CBD) or East of the CBD, and close access to State Hwy. 9A or Interstate I-95 is requested. The mission of this CID office requires a significant amount of travel to the Federal Law Enforcement Training Institute (FLETC), and quick deployment to the interstate freeway is required for criminal casework. Unacceptable intercity traffic conditions could hamper the egress and responsiveness to the field.

2. ARRANGEMENT OF SPACE

The Jacksonville Area Office should be located on one floor and not be located on the ground floor or the top floor of any building. The Jacksonville, Florida CBD lies within the flood plain. The National Computer Forensics Laboratory space must not be on a floor lower than the 2nd floor nor on the top floor of the building, in order to minimize the potential that a flood could damage or destroy laboratory equipment or evidence and to minimize, if not eliminate, any and all physical security issues. Access to the office space and parking should be on a 24 hour basis. In addition, the building internal telecommunications and information technology infrastructure must allow for the installation of a T1 Line dedicating connectivity to the Criminal Investigation Division Network. The space shall be partitioned following an approved space plan to be furnished by OCEFT, CID Facilities.

BPA/CID Facility Reqs.
Jacksonville, Florida

-7-

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LESSOR GOVERNMENT

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3. **PARKING (Government Owned Vehicles)**

Secure parking spaces are required for government owned or leased law enforcement vehicles. Access to the parking area is required at all times (24-hours per day). Preference will be given to secured, covered, on-site parking.

The parking should be lighted and accessible 24 hours a day and provide ample security to meet the storage/surveillance of law enforcement vehicles equipped with law enforcement confidential sensitive and very expensive equipment. The parking spaces should be adjacent to the office building and elevators and/or ramps should be available to allow for the use of handcars and dolly's when loading and unloading heavy forensic equipment and evidence between the laboratory and government vehicles.

4. **EMPLOYEE PARKING/PUBLIC TRANSPORTATION:**

Regularly scheduled public transportation and/or employee parking sufficient to cover commuting needs of employees must be located within four blocks of the office.

5. **DAYTIME OFFICE CLEANING**

Cleaning must be done during working hours.

6. **PERIMETER WALLS**

All perimeter walls are to be constructed with drywall from true floor to true ceiling (slab-to-slab). If air plenum openings are required, these openings are to be covered with 13 gauge expanded steel mesh which is firmly anchored to the wall studs on the inside of the secured area. The area of any single opening shall not exceed 100 square inches. However, if a secure storage room or evidence vault is along an exterior wall, 13 gauge expanded steel mesh (.090 inches) will be utilized for construction of that portion of the wall (slab-to-slab).

BPA/CID Facility Reqs.
Jacksonville, Florida

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-8-

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7. PERIMETER DOORS

In addition to the public entry door, there will be at least one additional perimeter door. An adequate means of an exit in case of an emergency must be available; therefore, the number of doors should not fall below that prescribed by local fire regulations or building codes.

8. PERIMETER ENTRANCE DOORS AND DOORS TO SECURED STORAGE AREAS AND FILE ROOMS

- (a) All perimeter entrance doors (from the public corridor) to the secured storage areas and file rooms are required to be solid wood construction with a minimum thickness of 1-3/4 inches with an automatic door closure. These doors shall have long-throw, high-security, single-key dead bolt locks installed. These doors must be alarmed. Doors will be tight fitting with one-half of an inch by one-eighth of an inch solid neoprene stop on three sides and threshold. There will be no transparent panels installed in these doors. OCEFT will maintain control of all perimeter door keys if possible. However, this is usually a negotiated issue because of fire regulations and emergency access requirements of building security forces.
- (b) Door hinges on perimeter entrances, secured storage areas, and secured file rooms will be installed so that doors cannot be removed without seriously damaging the door or doorjamb. It is preferable that hinge pins are located on the room side of the doors.

If this is not feasible, hinge pins may be spot-welded, peened or braided to prevent removal. Another alternative is the use of security stud hinges.

(A security stud hinge has a metal stud on the face of one hinge leaf and a hole in the face of the other leaf. As the door closes, the stud enters the hole and penetrates the full thickness of the leaf, which creates a "bolting" or "locking" effect.)

9. EMERGENCY/FIRE EXITS

Emergency/Fire Exits shall be equipped with panic bars and a quick-release long-throw dead bolt locks. These doors must be alarmed. Hinges shall meet the requirements outlined above for perimeter entrance doors.

HPA/CID Facility Reqs.
Jacksonville, Florida

-9-

INITIALS _____ & _____
LESSOR GOVERNMENT

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10. TELEPHONE AND SECURITY SYSTEM EQUIPMENT

All telephone and security alarm system equipment is to be located within the OCEFT controlled office area. Telephone and computer closets will be secured by commercial grade locking devices. Control of the keys to these rooms is also a negotiable issue as stated in the earlier section concerning perimeter entrance doors.

The following sections describe certain types of rooms and security features that are required for the Jacksonville Area Office. It is preferred, however not required; the Jacksonville Area Office is located adjacent to the National Computer Forensics Laboratory. In attempts to conform to spacial design of different buildings and budgetary restrictions, creativity is invited in the actual designs submitted to OCEFT for approval.

11. SECURE RECEPTION ROOM (Due to the enforcement nature of OCEFT/CID offices, it is essential to control public access for security reasons.)

Main entrance reception areas will be designed to effect control and identification of visitors. This area will be a room leading off the main perimeter entrance with the following:

- (a) A counter with shatterproof glass is to be constructed to divide the reception area from the interior office. A deal tray will be incorporated into the counter.
- (b) The door which connects the public reception room to the clerical area is to be a solid core door hung in a metal frame. The door shall contain a lock set which is key-operated or combination operated from the public side and free turning from the inside. The receptionist's desk will have an electronic control to release the electric lock controlling the entrance door to the office. Additionally, the receptionist desk will be equipped with a panic alarm that will activate an audible signal at location(s) in the office to alert all personnel. The walls which separate a public reception room from the interior office space should be constructed of slab-to-slab drywall.
- (c) The door will be equipped with a doorbell and automatic door closer. Frame and hinges must be of sufficient strength to support the weight of the door.

BPA/CID Facility Rqqs
Jacksonville, Florida

-10-

INITIALS _____ & _____
LESSOR GOVERNMENT

12. CONFERENCE/TRAINING ROOM

Used for staff meetings, briefings, and joint seminars with other law enforcement agencies. This room is to be built to office standards with a STC 45 rating.

13. INTERVIEW ROOM

This room will be acoustically constructed so that normal human speech is not audible in any adjoining room. The ceiling should have no removable components and lighting fixtures will be protected so that persons in the room cannot break or disassemble the fixture and gain access to electrical fixtures or components. There will be no light switches inside the room. The door will have a solid core and will swing into the room. The lock set will be key operated from inside the room and free operating from outside. No ventilator opening will have an area in excess of 100 square inches. It is recommended that a portable panic alarm be utilized while personnel are in this room. Consideration will be given to the installation of a one-way mirror. There should be no windows in this room.

14. PROCESSING ROOM

Construction requirement will be the same as the interview room, with the exception of the sound requirements which are not needed. Additionally, this room should be equipped with a sink and toilet if possible.

15. SECURE STORAGE ROOM

The secure storage room should be an interior room that does not share a common exterior wall. The walls of this room are to be constructed of slab-to-slab drywall with 13 gauge expanded steel mesh installed on the inside of the walls. If the area above the false ceiling is a return air plenum, required openings in the drywall are permitted provided the expanded steel mesh covers these openings. There will be no single opening in the expanded steel whose area exceeds 100 square inches. A steel door in a metal frame will be installed and will be equipped with a magnetic alarm switch, motion detector, and combination lock. The door will also have an emergency exit device operable from inside the room.

- (a) Hinges of the entrance door into the secured evidence storage room will meet the requirements of PERIMETER ENTRANCE DOORS.

EPA/CID Facility Reqs.
Jacksonville, Florida

-11-

INITIALS _____ & _____
LESSOR GOVERNMENT

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- (b) OCEFT requires that ultra-sonic, infrared (USIR), or combination USIR motion detectors covering the entrance and majority of space be installed inside the room.
- (c) The locks on the entrance door into the secured storage room will be (1) a long-throw, high-security single key dead bolt lock for use during secured hours, and (2) a mechanical combination push-button lock for use during non-secure hours only.

16. EVIDENCE VAULT

Construction requirements will be the same as the secure storage room. It is recommended, when possible, that this room be constructed in the secured storage room. In those instances, the following modified standards will apply: 1) Walls are to be constructed of slab-to-slab drywall with 13 gauge expanded steel mesh, 2) A steel door in a metal frame will be installed and equipped with the same alarm and locking mechanism as previously described in the Secure Storage Room section.

17. MAIL/COPY/GENERAL STORAGE ROOM

Required for photocopiers, facsimile machines, shredders, and the storage of paper, toner cartridges, recycling bins, and general offices supplies.

- (a) This room is to be built to office standards.
- (b) Flooring is vinyl tile.
- (c) One dedicated 110 volt, 20 amp duplex electrical (check floor plan for exact volts/amps required) outlet for copy machine.

18. EQUIPMENT ROOM

This room is used to house common equipment required to support both voice and data connectivity to workstations, and alarm and access control panels where appropriate. Equipment rooms are typically centrally located, and adhere to TIA/EIA specifications for cable lobe lengths (e.g., maximum cable from closet to workstation will not exceed 90 meters, end-to-end).

The following is required:

EPA/CID Facility Reqs.
Jacksonville, Florida

-12-

INITIALS _____ & _____
LESSOR GOVERNMENT

- (a) The room should be dust free with positive air pressure where possible and meet EPA's guidelines for specified material to reduce airborne contaminants caused by off gassing.
- (b) A minimum of 3 separate dedicated 120 V @ 20 amp quad electrical outlets installed for common equipment. Outlets should be installed at heights that adhere to building electrical codes, typically 18" above finished floor. Additional circuits may be required as equipment density is increased.
- (c) A dedicated building ground, that is compliant with the EIA/TIA 607, should be installed by certified electrical contractors, into each closet for telephone equipment grounding.
- (d) Install high security single key dead bolt lock on equipment room door. Door will be equipped with an automatic door closer and a mechanical combination push-button lock.
- (e) Ceiling space above equipment room should be open and clear of major HVAC systems and duct work, including major motors, elevator motors, generators, or equipment that induces excessive EMI, and/or RFI to telecommunications equipment or systems.
- (f) Room temperature must be maintained at 75 degrees F db, +/-2 degrees and 60% RH (maximum) for Summer, and 70 degrees F db, +/-2 degrees and 35% RH (minimum) for Winter. When heat generating equipment is placed into the equipment room, it is essential to maintain environmental parameters.
- (g) Where no dedicated HVAC system is required for plenum air return buildings, there should be a minimum of 2 diffusers for fresh HVAC air intake, with a minimum of two return air vents, vented door and positive air flow maintained. Buildings without air return systems should provide clean air 24 hours a day, 7 days a week. Additionally, rooms without dedicated HVAC systems should have continuous air flow 24 hours a day.
- (h) Where EPA data and voice cables must pass through telecommunications closets not controlled by EPA or the U.S. government, mechanical protection must be provided. Thin wall ridged conduit will be sufficient for this requirement.
- (i) Flooring is vinyl tile. Carpet in equipment rooms is NOT acceptable.

EPA/CID Facility Reqs.
Jacksonville, Florida

-13-

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9. COMMUNICATION ROOM

This room houses the Enforcement Communications System and/or State/Local enforcement government systems. This room is used to store sensitive messages/documents. This room must be located adjacent to the Equipment Room.

The following is required:

- (a) Dedicated duplex outlets as indicated on the electrical plan.
- (b) High security single key dead bolt lock. Door also to be equipped with an automatic door closer and a Unican Simplex push-button lock.
- (c) HVAC requirements the same as Equipment Room, above.

20. SECURE FILE STORAGE ROOM

This room is used to maintain investigative and other sensitive files. The following is required:

- (a) A solid wood door with a minimum thickness of 1-3/4 inches locked with a long throw high security single key dead bolt lock.
- (b) Door also should be equipped with an automatic door closer and Unican Simplex lock.
- (c) Flooring is to be vinyl tile.

National Computer Forensics Laboratory (NCFL)

The following section describes the National Computer Forensics Laboratory (NCFL) build out requirements. The Jacksonville Area Office and the NCFL must reside within the same office building. It is desirable, however, not required this office is located adjacent to the Jacksonville Area Office space. The build out requirements below describes duplicate rooms. These rooms may be designed side by side with like rooms of the Jacksonville Area Office, however, the rooms must remain separate for evidentiary chain of custody requirements.

BPA/CID Facility Reqs.
Jacksonville, Florida

-14-

INITIALS _____ & _____
LESSOR GOVERNMENT

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21. NCF EVIDENCE STORAGE ROOM

This room shall be separate and apart from the Jacksonville AO Evidence Storage Room. Construction requirements will be the same as the secure storage room in #15 Secure Storage Room listed above. The walls of the NCF Laboratory should not share a wall with a public corridor of the building. The walls of this room are to be constructed of slab-to-slab drywall with 13 gauge expanded steel mesh installed on the inside of the walls. The Secure Storage/File Room shall have one door leading into the Evidence Storage Room. The Evidence Storage area should not have any other doors. This room can be built back-to-back or side-by-side the Jacksonville Area Office Evidence/Secure Storage areas, however, separation is required for different evidence custodial custody and technical storage requirements.

22. NCF SECURE STORAGE/FILE STORAGE ROOM

This room will be used to store computer forensic laboratory items. Construction requirements will be the same as the secure storage room in #15 Secure Storage Room listed above. The walls of the NCF Laboratory should not share a wall with a public corridor of the building. The walls of this room are to be constructed of slab-to-slab drywall with 13 gauge expanded steel mesh installed on the inside of the walls. It will also be used to store laboratory supplies and other CERT response equipment, carrying cases, handcarts and dollies. It should be large enough and configured to allow for a mid-size table, where evidence and equipment can be packaged for shipping or received. It shall be separate from the Jacksonville Area Office Secure Storage to preserve separate, secure chain-of-custody evidence processing and accommodate different special requirements.

23. NCF LABORATORY

This room will be used to conduct detailed forensic analysis of computer and electronic evidence. The room should be a minimum of 1,000 square feet with the length and width of the room being of approximately equal dimensions. Construction requirements will be the same as the secure storage room in #15 Secure Storage Room listed above, and the following special security, environmental, and other miscellaneous requirements.

BPA/CID Facility Reqs.
Jacksonville, Florida

-15-

INITIALS-----&-----
LESSOR GOVERNMENT

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The laboratory should have only one door leading into interior office space of the EPA CID space, and a second door in the laboratory should lead into the Secure Storage/File Room. No doors shall lead to public areas of the building. The walls of the NCF Laboratory should not share a wall with a public corridor of the building. The walls of this room are to be constructed of slab-to-slab drywall with 13 gauge expanded steel mesh installed on the inside of the walls. If the area above the false ceiling is a return air plenum, required openings in the drywall are permitted provided the expanded steel mesh covers these openings. There will be no single opening in the expanded steel whose area exceeds 100 square inches. Steel doors in metal frames will be installed and equipped with a magnetic alarm switch, motion detector and combination lock. The doors will also have emergency exit devices operable from inside the rooms.

(a) Hinges of the entrance doors into these three rooms will meet the requirements of section number 8 (PERIMETER ENTRANCE DOORS) of this document.

(b) OCEFT/CID requires that ultra-sonic, infrared (USIR), or a combination of USIR motion detectors covering the entrance and majority of space be installed inside the rooms.

(c) The locks on the entrance doors to these three rooms should be (1) long-throw, high-security single key dead bolt locks for use during secured hours, and (2) a mechanical combination push-button lock for use during non-secure hours only.

(2) Fire Suppression System - The laboratory should not be equipped with a standard (water) sprinkler system, which would destroy expensive laboratory computer and electronic equipment and computer evidence. Instead it should be equipped with an industry-standard FM200 gas fire suppression system.

(3) Environmental Requirements - The three rooms must be kept at a fixed temperature and humidity twenty-four hours a day and seven days a week in order to protect sensitive computer and electronic equipment, and for the comfort of lab personnel, whom are considered "key and essential" (e.g., 24x7x365) whom will often need to work well past the building's normal business hours and on weekends and holidays. It should therefore have it's own temperature control unit, with no "set-back" temperature controls. The selected building must have the capability to allow for these requirements.

EPA/CID Facility Reqs.
Jacksonville, Florida

-16-

INITIALS-----&-----
LESSOR GOVERNMENT

Generally, temperature in the rooms, with all equipment installed and operational, must be maintained at 75 degrees F db, +/-2 degrees and 60% RH (maximum) for Summer, and 70 degrees F db, +/-2 degrees and 35% RH (minimum) for Winter. When heat generating is placed into the equipment room, it is essential to maintain environmental parameters.

When no dedicated HVAC system is required for plenum air return buildings, there should be a minimum of 2 diffusers for fresh HVAC air intake, with a minimum of two return air vents, vented door and positive air flow maintained. Buildings without air return systems should provide clean air 24 hours a day, 7 days a week, 365 days a year. Additionally, rooms without dedicated HVAC systems should have continuous airflow 24 hours a day, 7 days a week, 365 days a year.

The rooms should be dust free with positive air pressure where possible and meet EPA's guidelines for specified material to reduce airborne contaminants caused by off gassing.

(4) Flooring / Ceiling Requirements - Floor tiles must be made from Electrostatic Dissipative materials in order to control Electrostatic Discharge (ESD).

Ceiling space above the equipment room should be open and clear of major HVAC systems and ductwork, including major motors, elevator motors, generators or any equipment that induces excessive emi and/or RFI to sensitive telecommunications equipment or systems.

(5) Electrical Requirements - The laboratory has very specific electrical requirements in order to protect the sensitive government computer and electronic equipment and to protect the evidence being analyzed or stored. A power failure, spike, surge or line noise can easily be catastrophic if it occurs during a forensic process, possibly causing the destruction of evidentiary data.

The selected building should have TVSS Surge Suppression installed at the building electrical service entrance. In addition, it should have or be willing to install TVSS Surge Suppression of 80,000 Amps at the Panel Board in the electrical room of the floor where the Laboratory will be located. Two 480-volt utility feeder lines must be supplied from the Panel Board to the laboratory's Uninterruptible Power Supply (UPS). These two lines should be protected at the Panel Board with two 100 Amp circuit breakers.

HPA/CID Facility Reqs.
Jacksonville, Florida

-17-

INITIALS _____ & _____
LESSOR GOVERNMENT

The UPS is a battery power supply that uses re-chargeable batteries to continue providing electricity to computers and other electronic equipment in the case of a power failure. This backup power can last from a few minutes to hours, depending on the number of batteries used. Additionally, a UPS will provide surge suppression, 100% isolation and line conditioning. It is requested that. It is requested the UPS system be permanently installed outside of the laboratory, but along the outside of one of its walls. The UPS will feed an electrical breaker panel, which should be located inside the laboratory. This panel would only service the laboratory and the adjacent secure storage / file storage room and the evidence storage room.

It is requested that the UPS be a minimum of 30kVA/24kW, and provide an absolute minimum backup power of approximately one to two hours. The UPS must be equipped with a modem and a phone line, which will notify a monitoring service (24x7), which in turn would make prompt notifications to any duty lab personnel. Lab personnel must have sufficient notice to allow them to respond to the laboratory and perform an orderly shutdown of any forensic processes that might be running in order to prevent the destruction of evidence before the backup power expires.

An example of such a system would be the Powerware 9315-50, Model 30, with a Powerware Battery Cabinet, Series 1085, equipped with a J27 Battery (58 minutes) or a J47 Battery (110 minutes), both of which are on the GSA Schedule. The Powerware 9315-50, Model 30, measures 34" wide X 31" deep X 73" tall, and weighs approximately 1,750 lbs. The Cabinet, Series 1085, with a J27 battery, measures 43" wide X 31" deep X 72" tall, and weighs approximately 3150 lbs. With the J47 battery, it has the same measurements but weighs approximately 4,800 lbs. These floor loads would be substantial and would have to be planned for during the selection of an appropriate building site, and in the design and location of the laboratory floor space. Both of these products are expandable if our needs increase for a higher voltage / wattage (kVA/kW) or longer backup power supply.

The maximum heat generated by the UPS system is 12,000 BTU's. This figure should be included in the calculations for total cooling requirements for the space leased.

(6) Permanently installed technical equipment -- It is requested that the laboratory be equipped with permanently installed, industry standard technical racks, workbenches, shelves, storage drawers and monitor arms. These should be secured to the floor and walls. It is anticipated that approximately 160 linear feet of workbench will be needed. This will accommodate up to eight employees working simultaneously.

BPA/CID Facility Reqs.
Jacksonville, Florida

-18-

INITIALS &
LESSOR GOVERNMENT

LEASE NO. _____

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An example of this would be Wright-Line Technical Environment Solutions TechOrganizer and TechBench lines, which are on the GSA Schedule.

7) Wiring – All of the workbenches should be pre-wired through the raised floor to a designated location inside the laboratory, where a LAN server will be located. The wiring must be Plenum rated Ethernet Category Five Enhanced (Cat5E – 1Gigahertz Maximum Capacity).

22. ALARM SYSTEM (Required for both offices)

The entire office space should be protected by a total security package which provides perimeter and interior protection as well as duress notification. This system is necessary for required security regulations within CID offices.

Security equipment will be owned, not leased, by OCEFT CID. OCEFT CID reserves the right to contract for any security related work. All offices will be alarmed at the perimeter, with additional alarms in ammunition, weapons, evidence, and tactical secured storage areas. These installations will be coordinated with the General Services Administration (GSA), Federal Protective Service (FPS), or other qualified contractor, and OCEFT Facilities. For more information contact OCEFT Facility Manager (303) 236-6048.

- (a) Control set must be compatible with the local FPS or contractor central station, with phone line supervision when possible, and installed in OCEFT CID equipment room.
- (b) Digital keypad will be used to control the entry/exit delay and to arm/disarm each independent zone.
- (c) Balanced magnetic contacts must be installed on all perimeter entrance doors, and all doors to ammunition, weapons, evidence, and secured storage areas.
- (d) Dual technology motion detectors must be installed below false ceilings in order to cover spot protection, to include office corridors and perimeter entrances.
- (e) Glass break sensors must be installed on those windows which are located between ground level to 18 feet above ground level, accessible from fire escapes or adjacent to roofs, and activated only during secured hours.

EPA/CID Facility Reqs.
Jacksonville, Florida

-19-

INITIALS _____ & _____
LESSOR: GOVERNMENT

- (f) A duress switch must be installed inside the office space adjacent to the window or the receptionist's desk. The duress alarm must sound inside the office and the Federal Protective Service (FPS) or alarm company control center.
- (g) A second duress switch must be installed in the Defendant Processing Room, annunciating in the same locations required in paragraph 6, above.
- (h) The installer must provide a schematic drawing to OCEFT Facilities depicting the installed alarm system equipment locations and zone identifications.
- (i) The installer must train OCEFT CID personnel to operate the alarm system.
- (j) All wire/cable installed in OCEFT CID space must comply with federal, state, and local codes. Electrical metallic tubing is not required by OCEFT CID, except in certain security applications.
- (k) A dedicated telephone line for the alarm system must be installed in the OCEFT CID equipment room. If the telephone line is installed outside OCEFT CID perimeter, electrical metallic tubing must be used from the OCEFT CID perimeter to the telephone closet.

EPA/CID Facility Reqs.
Jacksonville, Florida

-20-

INITIALS _____ & _____
LESSOR GOVERNMENT

LEASE NO. _____

INITIAL: AL LESSOR & MO GOV'T

Environmental Protection Agency (EPA) - Green Rider

- 1.1 Indoor Air Quality
 - 1.1.1 Paints
 - 1.1.2 Wall Coverings
 - 1.1.3 Caulks
 - 1.1.4 Adhesives and Sealants
 - 1.1.5 Carpet
 - 1.2.1 Finish Installation/Sequencing for Indoor Air Quality Considerations
 - 1.2.2 Off-Gassing After Completion of Interior Fit-up/Furniture Installation
 - 1.2.3 HVAC Considerations
 - 1.2.4 HVAC Sound Insulation
- 1.3.1 Asbestos
- 1.4.1 Other Prohibited Materials
- 1.5.1 Rodent and Pest Control Products
- 2.1 Use of Recycled Construction Materials
- 2.2 Use of Recovered Materials in Building Insulation Products
- 2.3 Gypsum Wallboard
- 3.1 Basic Building Design
- 3.2 Plumbing
- 3.3 Green Lights
- 3.4 Occupancy Sensors/Switches
- 3.5 Heating and Air Conditioning
- 3.6 Efficiency of Supply Air Filtration
- 3.7 Direct Digital Monitoring
- 3.8 Exterior Windows
- 4.1 Base
- 4.2 Telecommunications and Security Closet Plywood

General Provision:

Where provisions of this rider conflict with provisions of the SFO, the more stringent provision of the SFO or this Rider shall apply.

Preamble:

Offerors are encouraged to design a cost-competitive facility that reflects, to the maximum extent possible, the EPA's environmental protection mission and its positive commitment to the communities where its facilities are located.

Mission components include but are not limited to:

- 1) Energy efficiency and reduction in energy use, reflected in the design of HVAC systems, lighting systems, the maximum use of natural day lighting, energy conserving building envelopes, other resource-conserving building components and systems, and use of incentive schemes offered by local utilities, such as subsidized Green Lights programs, to maximize energy efficiency.
- 2) Use of recycled materials, such as insulations made from recycled materials, use of materials that minimize energy input, and use of materials derived from sustainable sources and processes.
- 3) Where possible, minimize the use of packaging for building materials and packaging waste, and seek packaging that is readily recyclable.
- 4) Use of materials and construction processes that result in improved indoor air quality, such as low VOC paints, sealants, adhesives, and finishes.
- 5) Water conservation, through low flow showerheads and toilet room fixtures.
- 6) Facility design that supports EPA's active recycling program, including features that provide for the smooth functioning of paper recycling and other recycling programs. Components of this system include collection areas, freight elevators and freight elevator areas, storage areas, and loading facilities carefully designed to handle recycled material flows.
- 7) Operation and maintenance of the facility after construction to insure improved Indoor Air Quality, continuing energy efficiency, and ongoing conservation of natural resources, and 8) Promote other energy, material, and pollution prevention initiatives.

There are inherent conflicts and compromises that must be resolved in attaining all these goals. The challenge is to minimize the conflicts and maximize the benefits.

INITIALS-----&-----
LESSOR GOVERNMENT

Environmental Protection Agency (EPA) - Green Rider

1.1 Indoor Air Quality

Ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation of Acceptable Indoor Air Quality.

The HVAC system will be designed to provide a minimum of 20 CFM outdoor air per person.

1.1.1 Paints

Use of Low VOC latex paint (maximum 150 g/L excluding water) on painted interior wall surfaces.

Exposed metal surfaces are to be painted with 2 coats of low VOC (maximum level of 250 g/L excluding water) paint products.

1.1.2 Wall Coverings

Offeror is to use adhesives containing no formaldehyde or heavy metals.

1.1.3 Caulks

All caulks shall be lower VOC emitting sealants such as latex acrylic, oleoresins, polysulfides, or silicone products in lieu of solvents based on acrylic sealants, butyl rubber based sealants (such as neoprene), and SBR sealants.

1.1.4 Adhesives and Sealants

All adhesives and sealants employed on the project (including, but not limited to, adhesives for carpet, carpet tile, and plastic laminate, wood adhesives, and sealants) are to be those with lowest Volatile Organic Compound (VOC) contents consistent with price performance, and which meet the requirements of the manufacturer of the products involved or adhered.

1.1.5 Carpets

All carpet will meet the "Green Label" requirements of the Carpet Research Institute ("CRI") as a minimum. All carpet shall be certified as meeting the "Green Label" Requirement.

Carpet Tile and Broadloom: Carpet Content: 0% PVC, 0% APC, no SBR latex.

1.2.1 Finish Installation/Sequencing for Indoor Air Quality Considerations

Special construction scheduling involves defining and controlling sequencing of finishes applications to ensure dissipation of high emissions from the finishes that off-gas unacceptably high quantities of potentially harmful material during curing, and to separate and avoid the installation of adsorptive materials that would act as a "sink" for storage and subsequent release of these unwanted substances into building spaces and mechanical systems after project occupancy. Special procedures involve provision of temporary construction ventilation as well as restrictions and controls on the use of building mechanical systems to prevent contamination by construction wastes and other deleterious substances.

Type 1 Materials and Finishes: Materials and finishes which have a potential for short-term levels of off-gassing from chemicals inherent in their manufacturing process, or which are applied in a form requiring vehicles or carriers for spreading which release a high level of particulate matter in the process of installation and/or curing. Type 1 finishes include, but are not limited to the following:

- 1) Composite wood products, specifically including particleboard and plywood from which millwork, wood paneling, doors, or furniture may be fabricated.

2

INITIALS &
LESSOR GOVERNMENT

Environmental Protection Agency (EPA) - Green Rider

- 2) Adhesives, sealants, and glazing compounds.
- 3) Wood preservatives, wood finishes, primers and paints, and paint-like finishes.
- 4) Control and/or expansion joint fillers, fire stopping materials, and caulking.
- 5) Hard finishes requiring adhesive installation including but not limited to plastic laminate, linoleum, and rubber tile.
- 6) Gypsum board and associated finish processes and products.

Type 2 Finishes: Soft materials and finishes which are woven, fibrous, or porous in nature and may absorb chemicals off-gassed by Type 1 Finishes, or may be adversely affected by airborne particulates. These materials have the potential to become sinks for deleterious substances, which may be released much later, or act as collectors of contaminants that may promote subsequent bacterial growth. Type 2 Finishes include, but are not limited to the following:

- 1) Carpet and padding, and other woven or fibrous floor finishes;
- 2) Fabric wall covering;
- 3) Insulation materials exposed to the airstream;
- 4) Acoustic ceiling materials;
- 5) Furnishings and fabric coverings.

Note: Materials that can be categorized as both Type 1 and Type 2 materials shall be considered Type 1 Materials.

Offeror shall sequence construction to complete off-gassing of Type 1 materials prior to installation of Type 2 materials during the construction, build out, and finishing of the space and segregate the operation of the HVAC systems so that emissions in work zones do not contaminate areas where construction and installation of Type 2 materials and finishes has been completed.

At a minimum, following completion of installation of Type 1 materials in an area, the facility should be off-gassed for at least 48 hours, unless curing schedules provided by materials manufacturers call for a longer curing process, in which case, an appropriate and longer period for off-gassing should be used. Provide the maximum rate of fresh air to the HVAC system during the off-gassing period.

The HVAC system may be used to move both supply and return air except that permanent return air ductwork or finished plenum systems shall not be used in areas subject to any construction or finish installation work. No recirculating of inside air is permitted -- temporary exhaust systems must be used with exhaust air directly to the outside from the construction area.

Apply all Type 1 interior finishes throughout the entire controlled building segment and allow such finishes to completely cure according to intervals and times stated in respective finish manufacturer's printed instructions before commencing installation of any Type 2 materials in the same area. Do not store any Type 2 materials in areas where installation or curing of Type 1 Materials is in progress.

1.2.2 Off-Gassing After Completion of Interior Fit Up/Furniture Installation

At a minimum, following completion of the interior build out and installation of tenant furniture, the facility should be off-gassed for at least 48 hours prior to occupancy. Provide the maximum rate of fresh air to the HVAC system while maintaining other normal operating parameters and conditions regarding humidity and temperature.

When construction and finish work is being performed in portions of a building while other parts of the building are being occupied, each construction and finish work area shall be segregated from the HVAC system so that exhaust from the construction and finish work area does not enter into the HVAC system and contaminate parts of the building where construction and finish work and/or

INITIALS _____ & _____
LESSOR GOVERNMENT

Environmental Protection Agency (EPA) - Green Rider

furniture installation is complete.

HVAC ductwork should be sealed and protected from dust and dirt infiltration during construction, especially for dust generating activities such as gypsum wallboard finishing and sanding.

1.2.3 HVAC - Considerations

Air Intakes -- Air intakes for ventilation purposes shall be located away from any possible contamination by adjacent buildings exhausts, building relief air, plumbing vents, vehicular exhausts, or similar exhausts or discharges. Ventilating Air intakes shall be of such design that they are inherently protected from bird or bat access and droppings or other contamination. Air intake and air exhaust will be separated to the maximum extent feasible, for example, locating all exhaust on the roof and all intake on the sides of the building where not fouled by exhaust or other local conditions.

The following rooms should be exhausted to the outside and have negative pressures:

1. Copy Rooms, Copy Center, Satellite Copy Centers, Records Center Copy Area;
2. Toilet Rooms; and
3. Break Rooms.

Copy Room and Break Room area HVAC:

All copy and break rooms are to be provided with mechanical exhaust systems ducted to the exterior of the building or other acceptable exhaust plenum with no recirculation to building supply air. Supply and exhaust air volumes for these room types are to be balanced to provide a negative pressure in accordance with good design practice to reduce the spread of odors and contaminants throughout the building.

Toilet Rooms:

All toilet rooms are to be provided with mechanical exhaust systems ducted to the exterior of the building or other exhaust plenum with no recirculation to building air supply. Supply and exhaust air volumes for these rooms are to be balanced to provide a negative pressure in accordance with good design practice to reduce the spread of odors and contaminants throughout the building.

1.2.3 HVAC Sound Insulation

All HVAC sound insulation should be located on the exterior of HVAC ductwork to prevent particle contamination or opportunities for molds and other organisms to grow within the HVAC system.

1.3.1 Asbestos

The building housing the space and space offered shall not contain asbestos or asbestos-containing materials (ACM). The use of asbestos or products containing asbestos is prohibited in this project.

1.4.1 Other Prohibited Materials

The use of asbestos-containing materials, products containing urea formaldehyde and polychlorinated biphenyls, solder or flux containing more than 0.2 percent lead, domestic water pipe fittings containing more than 8 percent lead, paints containing Mercury, and paint containing more than 0.06 percent lead are prohibited.

1.5.1 Rodent and Pest Control Products

INITIALS _____ & _____
LESSOR GOVERNMENT

Environmental Protection Agency (EPA) - Green Rider

When using insecticides, fungicides, and rodenticides, careful planning and monitoring shall be used to avoid misapplication or in appropriate timing of application. Materials shall be carefully selected to minimize air levels of irritating substances. The Offeror's design shall minimize the need for on-going pesticide applications by selection of appropriate materials and construction details during design (examples are materials not subject to attack by micro-organisms and design details that do not provide locations for pests to hide, colonize, or move about).

- 2.1 Use of Recycled Construction Materials: (Offerors will be given preference for incorporating as much of the RCRA 6002 standards as possible and applicable.)

Under Section 6002 of the Resource Conservation and Recovery Act (RCRA), the Agency has set guidelines for federal, state, and local procuring agencies, using appropriated federal funds, to purchase items composed of the highest percentage of recovered materials practicable. The Agency desires that its facility follow the guidelines for "Comprehensive Guidelines for Procurement of Products Containing Recovered Materials; Final Rule -- 40 CFR Part 247 (Federal Register Monday, May 1, 1995) and Recovered Materials Advisory Notice (SWH-FRL-5198-0) Federal Register Monday, May 1, 1995.

- 2.2 Use of Recovered Materials in Building Insulation Products

This clause applies to building insulation products used in the construction of ceiling, floors, foundations, and walls, and includes blanket, board, spray-in-place and loose-fill insulations.

EPA's minimum content standard for recovered material in building insulation products is set forth below.

Material Type	Percent by Weight
Cellulose Loose-fill and spray on	75% post consumer recovered paper
Fiberglass	20% Glass Cullet
Xerlite composition board	23% post-consumer recovered paper
Plastic Rigid Foam, polyisocyanurate/ polyurethane rigid foam	9% recovered material
Foam-in-place	5% recovered material
Glass fiber reinforced	6% recovered material
Phenolic rigid foam	5% recovered material
Rock Wool	75% recovered material

Note: The minimum content standards are based on the weight of the material (not volume) in the insulating core only.

In the case of Fiberglass Insulation, products shall meet the requirements established in ASTM standard specification D5359, "Glass Cullet Recovered from Waste for Use in Manufacture of Glass Fiber".

The Offeror shall include as a design consideration EPA's preference for the use of building insulation produced with recovered materials. The Offeror shall specify the type of building insulation products to be supplied and shall justify in writing the basis of the selected product type if it is not listed above, or if any products listed above has a higher minimum content standard than the selected products.

- 2.3 Gypsum Wallboard

INITIALS-----&-----
LESSOR GOVERNMENT

Environmental Protection Agency (EPA) - Green Rider

All gypsum wallboard utilized for new or renovated partitions or wall surfaces under this SFO shall have a minimum recycled content (pre-or post-consumer) as follows: 50% for face paper.

To the maximum extent practicable without sacrificing functional or price performance, under this SFO, Gypsum Wallboard containing recovered gypsum filler material shall be used in accordance with and applicable ANSI/ASTM Standards. All gypsum wallboard shall be equivalent to standard, commercial grade, locally available products. Without sacrificing cost or product performance, all joint compound materials are to have the lowest VOC possible and shall not contain any antifreeze.

3.1 Basic Building Design

The Offeror shall, at a minimum, meet the energy efficiency performance standards of ASHRAE Standard 90.1 using the prescriptive methods. Thermal insulation shall be inside the perimeter wall. Wall heat capacity shall be calculated by the Offeror based on the mass and the specific facing materials offered.

3.2 Plumbing

For all new plumbing fixtures in new or renovated restrooms, Offeror shall provide low flow plumbing fixtures (i.e. 1.5 gallons per flush for toilets and urinals, and .5 gallons per minute for all faucet aerators).

All exposed plumbing below lavatory basin/counter tops is to be adequately protected for user safety. Hot water supply piping exceeding 100 feet in length from the heating source shall be insulated. Recirculating hot water piping shall be insulated its entire length.

3.3 Green Lights

2' by 4' fluorescent fixtures with T-8 lamps, and electronic ballast shall also have interior reflective surfaces.

Compact fluorescents shall be used in place of incandescent bulbs for accent lighting and down-lighting.

Exit lighting shall utilize energy efficient illumination.

Provide daylight sensors and dimming ballasts where possible.

3.4 Occupancy Sensors/Switches

In general, lighting will be controlled by occupant sensors arranged to control open areas of 1,000 sf or less, and within individual offices, conference rooms, and general use rooms. The control system will provide an optimal mix of infrared and ultrasonic sensors suitable to the configuration and type of space. Conference room controls will be arranged to provide manual over-ride switches. The zone extending from all glazed perimeter walls shall be additionally controlled by light level sensors coordinated with the occupant sensors and connected to dimmers adjusted to maintain 50-foot candles at desk surface levels. Control systems are to include controllers and associated devices necessary for the operation of the system. In areas where a combination of task and ambient lighting is required, 20 foot-candles, at a minimum, shall be delivered by ambient systems.

3.5 Heating and Air Conditioning

All new equipment shall meet or exceed Air Conditioning and Refrigeration Institute efficiency levels of .60 kw/ton.

3.6 Efficiency of Supply Air Filtration

INITIALS-----&-----
LESSOR GOVERNMENT

Environmental Protection Agency (EPA) - Green Rider

IF supply air filtration is required, it shall be provided by high efficiency filters having a minimum efficiency rating as determined by the Dust Spot Efficiency Test of ASHRAE Standard 52-76.

3.7 Direct Digital Monitoring

The BAS shall utilize a direct digital control system to accomplish building system monitoring, energy management, and work space environmental management. All system sensors, actuators, graphics and systems reports shall be available to the government through a linking system gateway or other interface which allows EPA to acquire monitoring data only. The Lessee shall not have access to any control devices. The Offeror shall ensure that the gateway or interface ensures compatibility with government hardware and software configurations.

3.8 Exterior Windows (Preference will be given to an offeror who provides exterior window shading devices for glare, where applicable.)

4.1 Base

All base for floors shall be rubber (not vinyl) cove base with pre-molded corners. Roppe Rubber Cove Base 1/8" gauge, 4" height, or equivalent product acceptable to contracting officer.

4.2 Telephone and Security Closets

Plywood used in all telephone and security closets should be exterior grade to eliminate the use of formaldehyde.

Additional Items to be considered:

- * Electronic Sensors for Plumbing Fixtures.

Indoor Air Quality:

Fiberglass batt should not be used as insulation in ceiling/return plenums.

Cementitious fire proofing should be used in lieu of mineral fiber fireproofing in ceiling/return air plenums.

Anticoagulant baits for rodents.

Avermectin Baits for cockroaches.

Environmentally preferable cleaning products.

INITIALS _____ & _____
LESSOR GOVERNMENT

TILE CARPETING**SECTION - 09 68 13****PART 1 – GENERAL****1.1 GENERAL REQUIREMENTS**

- A. All Work of this Section shall comply with the General and Supplementary Conditions of the Contract and all Supplements and/or Addenda and the Drawings.

1.2 DESCRIPTION OF WORK: The Work of this Section includes, but is not limited to, providing all materials, labor, tools and equipment for the following:

- A. Carpet tile for adhesive installation.
- B. Resilient bases and reducer strips.
- C. Installation materials and accessories.
- D. Removal and recycling existing carpet material.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Finishes and Materials List.

1.4 SUBMITTALS

- A. **Product Data:** Submit manufacturer's specifications and installation instructions for carpet and accessories. Describe in detail carpet construction, including backing and dying method.
- B. **Shop Drawings:** Submit Shop Drawings of areas to receive carpet showing:
 - 1. Carpet type, color and dye lot.
 - 2. Type of installation.
 - 3. Pattern type location, direction and pile direction.
 - 4. Type, color and location of edge, transition, and other accessory strips.
- C. **Samples:**
 - 1. **Carpet:** Submit full size sample of carpet tile. Samples shall be production run samples for each type, pattern and color.
 - 2. **Resilient Bases and Reducer Strips:** Submit cut sheets and manufacturer's full range of color samples for selection by Contracting Officer.
- D. **Material safety data sheets** for all adhesives and cleaning agents.
- E. **Certificates:**
 - 1. Submit certification from carpet manufacturer that each type of carpet, with color and pattern matching approved samples, will be manufactured in required quantities within Project schedule.
 - 2. Submit certification from carpet manufacturer that for each carpet type, at least the quantity of carpet required for each floor or specified area will be manufactured in a single dye lot.
 - 3. Submit certification from carpet manufacturer that future production runs of each type of carpet, with color and pattern matching approved samples, will be available. Submit advice as to minimum quantities required for future orders.
 - 4. Submit certification from carpet manufacturer that all carpet tiles meet or exceed "Green Label Plus" criteria as established by the Carpet and Rug Institute (CRI).
 - 5. Submit certification that all adhesives meet or exceed specified performance criteria.

6. Submit certification from carpet manufacturer that carpet face fibers and backings contain a minimum of 25% recycled content and are 100% recyclable.
- F. Reports: Submit certified test reports, preformed by a recognized independent testing laboratory, showing that carpets have been previously tested and meet or exceed manufacturer's published data for flammability performance criteria, static control, dimensional stability, antimicrobial, and colorfastness performance requirements.
- G. Qualification Data: Submit installer qualifications verifying years of experience; include list of projects having similar scope of work identified by name, location, date, reference names and phone numbers. Submittal shall include approval of manufacturer for carpet tile installer.
- H. Maintenance:
 1. Submit maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning carpet.
 2. Include instructions for removal of common stains.
- I. Take-Back/Recycling Program: Provide manufacturer's documentation for "Take-Back/Recycling" Program for carpets installed in this Project. Documentation shall include limitations and conditions, if any, that are applicable to the project. Program shall not landfill or burn reclaimed materials.
- J. Warranty: Submit manufacturer's written warranty.

1.5 DEFINITIONS

- A. The term "carpet" refers to carpet tile.
- B. Density: Determine density by the following formula:
$$\text{Density (oz/cu. yd.)} = [(\text{Face Weight in oz/sq. yd.}) \times 36] \div [\text{Pile Height in inches}]$$
$$\text{Density (gm/cu. cm.)} = \text{Density (oz/cu. yd.)} \div 26,944.67$$

1.6 QUALITY ASSURANCE

- A. Single Source Responsibility: All carpet shall be manufactured by the same manufacturer.
- B. Manufacturer Qualifications: Not less than 5 years documented successful experience with work comparable to Work of this Project.
- C. Installer Qualifications: Not less than 5 years documented successful experience with work comparable to Work of this Project. Carpet installer shall be approved by manufacturer.
 1. Certified by Floor Covering Installation Board (FCIB) or who can demonstrate compliance with FCIB certification program requirements by submitting information regarding years of experience; list of projects having similar scope of work identified by name, location, date, reference names and phone numbers.
 2. Installer must maintain full-time supervisor on job site during times that Work is in progress. Supervisor must have minimum of 5 years experience in work similar in nature and scope to Work of this Project.
- D. Standards: Comply with standards established by the Carpet and Rug Institute.
- E. Dye Lots: For each carpet type, at least the quantity of carpet required for each floor and area shall be manufactured in a single dye lot.
- F. Manufacturer's Inspections: Provide inspections by carpet manufacturer's technical representative prior to, during and at completion of installation.
 1. Contractor shall be responsible for carrying out recommendations of manufacturer's representative.
 2. Provide written reports of inspection.

- G. Inspection: Carpeting and accessories will be inspected to determine compliance with Contract Documents with respect to workmanship, materials, colors and installation. Inspection may be made at factory by representative of Contracting Officer during process of manufacture, by prior arrangement with manufacturer.

1.7 PERFORMANCE CRITERIA

- A. Carpet tiles shall have face fibers, primary backing, and secondary backing that contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (based on weight of component materials). Face fibers shall be 100% solution-dyed nylon. Face fibers, primary backing, and secondary backing must be 100% recyclable.
- B. Carpet tiles shall meet or surpass all criteria of the "Green Label Plus" Indoor Air Quality Test Program established by the Carpet and Rug Institute.
- C. Adhesives:
1. The Volatile Organic Compound (VOC) content of adhesives, adhesive bonding primers, or adhesive primers used shall not exceed the limits defined in rule 1168, "Adhesive, Sealants, and Sealant Primers Applications" of SCAQMD, of the State of California. The VOC limits defined by SCAQMD, based on 1/7/2005 amendments, are as follows. VOC limits are defined in grams per liter, less water and less exempt compounds.
 - a. Carpet: 50 g/l.
 - b. Resilient Bases and Reducers: 50 g/l.
 2. General: Unless otherwise specified above, the VOC content of adhesives, adhesive bonding primers or adhesive primers shall not be in excess of 250 grams per liter.

1.8 SAMPLE INSTALLATIONS

- A. General: Prior to commencing Work and preceding a pre-installation conference, the Contractor shall provide sample installations of carpet Work complete with every material including trim.
- B. Size and Location: At least 100 square feet (9.3 sq. m), in locations acceptable to Contracting Officer. Provide a minimum of one sample installation for each carpet type.
- C. Contracting Officer's Review: Contracting Officer will review sample installations for visual acceptance of materials and workmanship. Contracting Officer's written approval of sample installations must be received before proceeding with subsequent Work.
- D. Maintain approved sample installations during construction as standard for subsequent Work. Properly finished and maintained sample installations may be incorporated into completed Work.

1.9 PRE-INSTALLATION CONFERENCE

- A. Prior to commencing the Work, a meeting is to be scheduled by the Contracting Officer, at the site, to review materials, installation procedures and coordination with other Work.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver carpet and accessories completely identified.
- B. Schedule deliveries so that material is not allowed to stack up, but is installed without delay.
- C. Registered number tags shall be attached and intact on carpet when delivery is made.
- D. Use care in handling and storing to prevent damage and soiling and comply with CRI 104, Section 5, "Storage and Handling." Carpet shall be kept in their original packaging, shrink wrapped on pallets for protection and located in areas minimally exposed to ongoing construction activities.

1.11 INDOOR AIR QUALITY MANAGEMENT PLAN: Implement the following:

- A. Store carpeting per manufacturer's recommendations for allowable temperature and humidity.

- B. Carpeted areas shall be continually ventilated using existing ventilating systems at normal room temperature for a period seventy-two (72) hours after installation.
- C. Do not store carpet with materials with high emissions of VOCs or other contaminants. These include, but are not limited to:
 - 1. Adhesives,
 - 2. Sealants and glazing compounds (particularly those with petrochemical vehicles or carriers),
 - 3. Paint,
 - 4. Wood preservatives,
 - 5. Finishes,
 - 6. Control and/or expansion joint fillers,
 - 7. Hard finishes requiring adhesive installation,
 - 8. Gypsum board (with associated finish processes and products), and
 - 9. Composite or engineered wood products with formaldehyde binders.

1.12 PROJECT CONDITIONS

- A. Carpet will be installed in areas of new construction and other occupied areas outside the areas of construction as indicated and detailed in the Construction Documents. The occupied areas have system furniture and other furnishings that will remain in place during the installation of the carpet.

1.13 SEQUENCING AND SCHEDULING

- A. General: Install carpet materials after other finishing operations, including painting, have been completed unless otherwise directed by the Contracting Officer.

1.14 WARRANTY

- A. Provide carpet manufacturer's fifteen (15) year, from date of Substantial Completion, written warranty agreeing to replace carpet that does not comply with requirements or that fails within specified warranty period. Failures include, but are not limited to, more than 10% loss efface fiber, edge raveling, snags, runs, and delamination. "Carpet replacement" includes removal of failed carpet and installation of replacement carpet.
- B. Provide additional warranty stating that tiles are dimensionally stable within limits of performance requirements, with no degradation or disintegration of backing, and that there will be no cupping, doming, curling or dishing of finished tile units in place for life of carpet.

1.15 CARPET EXTRA STOCK

- A. Deliver the following square feet of carpet of each type, pattern and color as listed below and store at the job site where directed by the Contracting Officer.
- B. Deliver full boxes of carpet tile that equals or exceeds five (5) percent of the area of each type installed. Provide carpet from same production runs as installed carpet packaged and labeled in full boxes that meet or exceed listed quantities.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Flammability Requirements: Passes DOC-FF1-70 - Methenamine Pill Test, ASTM-E648 - Floor Radiant Panel Class I and ASTM-E662 NBS smoke chamber less than 450.
- B. Static Control: Static generation is not more than 3.5 KV, when tested in accordance with AATCC 134; measured at 70° F (21°C) and 20% relative humidity.

- C. Static Dissipation 500 V Potential: Not greater than 20,000 mega-ohm resistance from either the surface to building ground or between electrodes placed 3 feet (914 mm) apart anywhere on the surface, when tested in accordance with IBM test method.
- D. Dimensional Stability: Maximum $\pm 0.15\%$ change between initial and final measurements, when tested in accordance with ISO 2551 (Aachen Test).
- E. Antimicrobial: Per AATCC 174, Part II test results shall have a minimum of 90 percent reduction of Gram positive and negative bacteria. For Part III, there shall be no growth on fiber and backing.
- F. Colorfastness: Colorfastness to light of carpet shall have a minimum rating of 4.0 on AATCC gray scale after 60 hours of continuous exposure per AATCC 16E with Xenon arc light source.

2.2 MATERIALS

- A. Carpet Pile Construction:
 - 1. Carpet pile construction shall be a tufted or tip sheared commercial grade product that meets the heavy traffic Class II minimum.
 - 2. Face fibers shall be 100% solution-dyed nylon, shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (based on weight of component materials), and shall be 100% recyclable.
- B. Pile Height: The minimum pile height shall be 1/4 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
- C. Pile Weight: The minimum pile weight shall be 28 ounces.
- D. Primary and Secondary Backing: Primary and secondary backing shall be a reinforced composite. Primary and secondary backing shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (based on weight of component materials) and shall be 100% recyclable.
- E. All carpet tile materials shall not contain 4-Phenylcyclohexene (4-PCH) or chlorine-based chemicals.

2.3 CARPET TYPES

- A. General: Carpet styles and colors shall be as indicated in Finishes and Materials Schedule.

2.4 PROTECTIVE TREATMENT

- A. General: Carpet manufacturer's standard microbial, stain resistant/soil repellant treatment shall be factory applied.

2.5 ACCESSORIES

- A. General: Provide only new materials that are recommended by carpet manufacturer.
- B. Sub Floor Filler: Pre mixed latex or a type approved and recommended by carpet manufacturer.
- C. Adhesive:
 - 1. General: Provide premium types as recommended by carpet manufacturer.
 - 2. For Carpet Tile: Acrylic-based releasable pressure adhesive or equivalent method recommended by carpet manufacturer and acceptable to Contracting Officer.
- D. Resilient Bases: Resilient base materials, styles and colors shall be as indicated in Finishes and Materials Schedule.
- E. Reducer Strips:
 - 1. Round-nosed shaped, rubber composition, profile as required, or as detailed on drawings, for the condition of application indicated.

2. Color to be selected by Contracting Officer from manufacturer's standard full color range of products and colors. Acceptable Manufacturers and Products:
 - a. Johnsonite, CCAXX
 - b. Johnsonite, CWAXX
 - c. Johnsonite, CGXX H
 - d. Johnsonite, CGXX J
 - e. Johnsonite, CGXX L
 - f. Or other approved equal manufacturers.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall examine substrates and adjacent construction for conditions that would adversely affect execution of the Work. Work shall not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Removal all existing carpet and resilient base material where new carpet is to be installed. After carpet is removed, remove all subfloor ridges and bumps.
- B. Remove all existing adhesive residue as existing adhesive may cause failure of the new floor adhesive.
- C. Comply with the following CRI installation criteria:
 1. CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
 2. CRI 104 Appendices, Guidelines for Maintaining Indoor Air Quality During Carpet Installation.
- D. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- E. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- F. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Installation method shall be full-spread releasable, pressure-sensitive adhesive.
- B. Tolerances:
 1. Carpet Tile: Maximum creep of 1 inch 400 feet (25mm in 122m).
- C. Carpet Installation :
 1. Direct glue-down: Comply with CRI 104, Section 9.
 2. Double glue-down: CRI 104, Section 10.
 3. Carpet tiles: CRI 104, Section 14
 4. For each carpet type, install all carpet for each floor and area from same dye lot.
 5. Install in accordance with manufacturer's printed instructions and in compliance with final Shop Drawings. Maintain pile lay and weave in same direction as shown.

6. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures and built-in furniture.
7. Run carpet uniformly, removing air pockets and bubbles.
8. Extend carpet under open-bottomed obstructions and under removable flanges and furnishing and into alcoves and closets of each space.
9. Center seams under doors unless otherwise noted.
10. Provide cutting of seams in accordance with manufacturer's recommendations, using tools designed for carpet being installed.
11. Install carpet reducer strips at openings and doors wherever carpet terminates and where edge of carpet is exposed.
12. Install borders and accents parallel to walls.

3.4 RECYCLING

- A. Removed carpet is to be removed from the site and recycled to the extent possible. Contractor shall provide written certification that carpet was recycled. Certification is to include quantities of carpet removed and quantities recycled.

3.5 PROTECTION

- A. General: Restrict traffic over adhesive installation for a minimum of 24 to 48-hours to allow adhesives to cure properly.

3.6 CLEANING

- A. Perform the following operations immediately after installing carpet tile:
 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 2. Remove yarns that protrude from carpet tile surface.
 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile in accordance with CRI 104, Section 16, "Protection of Indoor Installations."
- C. Replace any damaged or stained carpet tile prior to final inspection.

3.7 FINAL INSPECTION

- A. Completed installation shall be inspected with Contractor, Installer, Carpet Manufacturer's Technical Representative, Contracting Office and Tenant Representative.
- B. All corrective actions required as a result of the final inspection shall be completed within seven (7) calendar days from date of inspection.

END OF SECTION



INTERIOR PAINTING**SECTION – 09 91 23****PART 1 – GENERAL****1.1 GENERAL**

- A. All Work of this Section shall comply with the General and Supplementary Conditions of the Contract and all Supplements and/or Addenda and the Drawings.

1.2 SUMMARY

- A. Description of Work Included: Work of this Section includes, but is not limited to, the following:

1. Field painting and finishing of exposed surfaces of items of architectural and other miscellaneous items of work as scheduled, interior, which require paint finish for protection or appearance as shown on Drawings or as scheduled.
2. Surface preparation and priming of materials required to be painted, but not furnished under Work of other Sections as primed or prepared surfaces.
3. Touch-up painting of prime coats which have become damaged or otherwise abraded or removed during construction.

- B. Description of Work Not Included: Certain items of Work shall not be included in Work of this Section unless specific reference is made to painting such items on Drawings or in Specifications. These items include:

1. Shop finished items and materials with factory-applied or integral finish.
2. Concealed surfaces in inaccessible areas such as foundation spaces, furred areas, utility tunnels, pipe spaces and shafts.
3. Finished metal surfaces such as anodized aluminum, stainless steel, chromium plated metal, copper, bronze and other nonferrous metals, unless otherwise indicated.
4. UL and rating labels on doors, frames, and hardware.

C. RELATED WORK SPECIFIED ELSEWHERE

1. Finish Schedule

1.3 SUBMITTALS

A. Product Data:

1. Submit manufacturer's specifications and application instructions for each paint system and material.
2. Include complete listing for each material by product name.

B. Samples:

1. Submit samples for each color, texture and sheen prepared on 12 inch (300 mm) square hardboard as required to match Finish Schedule.
2. Samples shall be stepped, to show progressively primers and top coats.

C. Certificates:

1. Submit manufacturer's certification that materials to be used are manufacturer's "best quality grade".
2. Where shop prime materials are by different manufacturer than finish coat materials, submit certificate signed by both prime and finish coat manufacturers verifying compatibility.

3. LEED Building Submittal Requirements: Submit a LEED Environmental Building Materials Certification with the following:
 - a. The amount of recycled content in the product(s).
 - b. The manufacturing location for the product(s).
 - c. The location (source) of the raw materials used to manufacture the product(s).
 - d. Letters of Certification provided by the product manufacturer on letterhead to verify the information on the Environmental Building Materials Certification.
 - e. Product cut sheets for all materials that meet the LEED Building Performance criteria. Submit cut sheets with the Contractor or Subcontractor's stamp as confirmation that the submitted products are the ones installed.
 - f. Material safety data sheets were applicable. If the MSDS does not show the products Volatile Organic Compound (VOC) content in grams per liter, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification (on the manufacturer's letterhead) from the product manufacturer.

1.4 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
- B. Paint: Wall and anti-corrosive coatings, floor paints, and primers/undercoats.
- C. Exposed Surfaces: Surfaces or areas visible in finished Work.
- D. Paint Schedule: A guide to finishing various surfaces throughout the Project; not intended as definitive listing of Work.

1.5 SYSTEM REQUIREMENTS

- A. Color Requirements:
- B. Specified Finish Schedule lists basic painting systems.
- C. Paint Color Schedule in Section 09900 Finishes and Materials List lists proposed paint colors. Contracting Officer will select final colors and sheens during construction; final colors and sheens may vary from those scheduled, at no additional expense to Government.
- D. Colors may be special colors, not manufacturers' standard colors.
- E. Finish Schedule list areas and surfaces to be painted, together with paint colors required for various surfaces. Submit samples as specified and scheduled before proceeding.

1.6 REGULATORY REQUIREMENTS:

- A. Comply with local, state and federal codes, laws and regulations for VOC content.
- B. Such codes, laws and regulations take precedence over paints specified in this Section.
- C. Interface with Other Work:
 1. Shop primed items: Certain items of Work are specified under other Sections to be shop primed for field painting specified in this Section. Such items include, but are not limited to, the following:
 - a. Metal fabrications.
 - b. Ornamental metals.
 - c. Architectural woodwork (paint finish).
 - d. Steel doors and frames.
 - e. Wood doors (paint finish).
 - f. Access panels.

2. Shop finished items: Certain items of Work are specified under other Sections to be shop finished and do not require finish painting in field. Such items include, but are not limited to, the following:
 - a. Metal fabrications.
 - b. Ornamental metals.
 - c. Architectural woodwork (transparent finish).
 - d. Wood doors (transparent finish).
 - e. Louvers and vents.
 - f. Prefabricated specialties and accessories.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Not less than 5 years of documented successful experience with work comparable to Work of this Project.
- B. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5. Duplicate finish of approved sample submittals. Contracting Officer will select one room or surface to represent surfaces and conditions for application of each type of coating and substrate.
 1. Surface-Preparation Mockup: On existing surfaces using applicable specified methods of cleaning and surface preparation, provide mockup sample of at least 16 square feet.
 2. Wall Surfaces: Provide Samples of at least 100 sq. ft. (9 sq. m) for large wall areas.
 3. Small Architectural Detail Areas and Items: Contracting Officer will designate items or areas required for mockups.
 4. Decorative Painting: Contracting Officer will designate items or areas required for mockups.

1.8 SAMPLE INSTALLATIONS

- A. Prior to commencing Work and after Contracting Officer's approval of paint samples, provide sample installations of painting Work.
- B. Quantities, Extent, and Locations:
 1. Provide sample installations in up to 10 different areas of building. Locations of areas will be determined by Contracting Officer.
 2. Extent: Provide sample installations of up to 6 different colors in each sample installation area, with each color full room height x 4 feet (1200 mm) wide.
 3. Materials: Provide complete installation with scheduled system materials and number of coats.
 4. Contracting Officer's Review: Contracting Officer will review sample installation for visual acceptance of materials and workmanship, and for final approval of paint colors. Obtain Contracting Officer's approval of sample installation before proceeding with subsequent Work.
 5. Maintain approved sample installation during construction as standard for subsequent Work.
 6. After Contracting Officer's approval of final color, re-paint each entire sample installation area with approved color and sheen so that no evidence of other sample installation colors remains.

1.9 PRE-INSTALLATION CONFERENCE

- A. Prior to commencing Work, meet at site and review installation procedures and coordination with other Work.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver paint to site factory-mixed, ready for application, in original, unopened containers, bearing manufacturer's labels, indicating the following information:
 1. Name of material.
 2. Manufacturer's stock number and date of manufacture.

INITIALS AC & _____
LESSOR GOVERNMENT

INITIAL _____ LESSOR & _____ Page 3 of 17

3. Contents by volume including major pigment and vehicle constituent.
4. Thinning instructions.
5. Recommended application instrument.
6. VOC content and emissions.
7. Color name and number.

B. Storage:

1. Store materials and equipment in dry storage area.
2. Keep area neat and orderly.
3. Protect storage area surfaces from paint spillage.
4. Maintain paint containers in clean condition, free of foreign materials and residue, protected from freezing.
5. Place paint or solvent soaked rags, waste or other materials which might constitute fire hazard in metal containers and remove from premises at close of each day's Work.

1.11 PROJECT CONDITIONS

A. Environmental Requirements:

1. Apply paint to surfaces which are free of moisture.
2. Temperature: Prevent variations in temperature which might result in condensation on freshly painted surfaces.
3. Where paint manufacturer's specifications or instructions differ from above, the more stringent requirements apply to this Work.
4. Paint fumes:
 - a. Take every precaution against potential hazards of paint fumes as necessary and as required by regulations, codes and laws.
 - b. Provide additional ventilation and protective equipment if necessary.

1.12 EXTRA STOCK

- A. Deliver one unopened 5 gallon (19 L) container of paint for each top coat installed for each paint material, sheen and color.
- B. Store at Project site where directed. Ensure containers are identified by manufacturer, product, sheen and color.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

A. Acceptable Products and Manufacturers - Typical Interior Painting Systems:

1. Listed products as specified in the Finish Schedule establish standard of quality.
2. Equivalent products in the following low-VOC product lines are acceptable:
 - a. Genesis by Duron Inc.
 - b. Lifemaster by ICI Dulux Paints.
 - c. Harmony by Sherwin-Williams Co.

B. Acceptable Products and Manufacturers - Multi-Colored Finish:

1. Listed products as specified in the Finish Schedule establish standard of quality.



2. Equivalent products of the following are acceptable:
 - a. Aquafleck by California Products Corp.
 - b. Zolatone Process Inc.
- C. Acceptable Products and Manufacturers - Epoxy and Polyurethane Coatings:
 1. Listed products as specified in the Finish Schedule establish standard of quality.
 2. Equivalent products by following are acceptable:
 - a. Carboline Company.
 - b. Dupont Company.
- D. Acceptable Products and Manufacturers - Special Finishes:
 1. Listed products as specified in the Finish Schedule establish standard of quality.
 2. Equivalent products are acceptable.

2.2 MATERIALS

- A. Coatings:
 1. Provide "best quality grade" of various types of coatings as produced by acceptable paint manufacturers.
 2. Materials not displaying manufacturer's identification as standard "best-grade" product will not be acceptable.
- B. Interior Paint: Withstand washing with mild detergent solution, without loss of color, sheen or pigments.
- C. Thinners:
 1. Water-thinned systems: Clean, potable water.
 2. Solvent-thinned systems: Pure linseed oil, turpentine, shellac and other materials of highest quality with identifying labels intact and seals unbroken, as recommended by paint manufacturer as suitable for each type of paint.
- D. Primers and Undercoats: As recommended by paint manufacturer, suitable for substrate and compatible with finish coat requirements.

2.3 COLOR MATCHING

- A. Custom Color Matching: Colors shall be selected by color codes indicated below, and will be furnished in Munsell Numbers from the Contracting Officer.

2.4 INTERIOR PRIMERS

- A. Chemical Components: Interior primers shall meet the requirements of the latest edition of the Green Seal Paint Standard GS-11, *Paints and Coatings*. Example primer requirements from the Second Edition of GS-11 are as follows:
 1. Volatile Organic Compounds (VOC): The VOC concentration (in grams per liter) of the product shall not exceed those listed below as determined by ASTM D6886-03 or ISO 11890-2. The calculation of VOC shall exclude water and tinting color added at the point of sale.
 - a. Primer or Undercoat: 100 g/L
 2. Volatile Aromatic Compounds: The product shall not contain more than 0.5 percent by weight of total volatile aromatic compounds.
 3. Restricted Components: The product shall not contain any ingredients that are carcinogens, mutagens, reproductive toxins, hazardous air pollutants or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the

manufacturer, carbon black. Carbon black allowed under this exception shall be less than or equal to 1 percent by weight of the product. In addition, the product shall not contain any of the following:

- a. 1,2-dichlorobenzene
- b. Alkylphenol ethoxylates (APEs)
- c. Formaldehyde-donors
- d. Heavy metals, including lead, mercury, cadmium, hexavalent chromium and antimony in the elemental form or compounds
- e. Phthalates
- f. Triphenyl tins (TPT) and tributyl tins (TBT)

2.5 INTERIOR FINISH COATS

A. Chemical Components: Interior finish coats shall meet the requirements of the latest edition of the Green Seal Paint Standard GS-11, *Paints and Coatings*. Example finish coat requirements from the Second Edition of GS-11 are as follows:

1. Volatile Organic Compounds (VOC): The VOC concentration (in grams per liter) of the product shall not exceed those listed below as determined by ASTM D6886-03 or ISO 11890-2. The calculation of VOC shall exclude water and tinting color added at the point of sale.
 - a. Flat Topcoat: 50 g/L
 - b. Non-Flat Topcoat: 100 g/L
 - c. Floor Paint: 100 g/L
 - d. Anti Corrosive Coating: 250 g/L
2. Volatile Aromatic Compounds: The product shall not contain more than 0.5 percent by weight of total volatile aromatic compounds.
3. Restricted Components: The product shall not contain any ingredients that are carcinogens, mutagens, reproductive toxins, hazardous air pollutants or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black. Carbon black allowed under this exception shall be less than or equal to 1 percent by weight of the product. In addition, the product shall not contain any of the following:
 - a. 1,2-dichlorobenzene
 - b. Alkylphenol ethoxylates (APEs)
 - c. Formaldehyde-donors
 - d. Heavy metals, including lead, mercury, cadmium, hexavalent chromium and antimony in the elemental form or compounds
 - e. Phthalates
 - f. Triphenyl tins (TPT) and tributyl tins (TBT)

2.6 PATCHING MATERIALS

- A. Wood Patching Compound: 2-part polyester or epoxy-resin wood compound with a 10-to 15-minute cure at 70 deg F/21 deg C, in knife grade formulation and recommended by manufacturer for type of wood repair indicated. Compound shall be produced for filling damaged wood materials that have deteriorated due to weathering and exposure. Filler shall be capable of filling deep holes and capable of spreading to featheredge.
- B. Metal Patching Compound: 2-part polyester-resin metal patching compound with a 10-to 15-minute cure at 70 deg F/21 deg C, in knife grade formulation and recommended by manufacturer for type of metal repair indicated. Compound shall be produced for filling metal that has deteriorated due to corrosion. Filler shall be capable of filling deep holes and capable of spreading to featheredge.

- C. Interior Cementitious Patching Compound Materials: Provide cementitious patching compounds and repair materials specifically manufactured for surface preparation and sanding prior to repainting.

2.7 MISCELLANEOUS MATERIALS

- A. Detergent Cleaning Solution: Mix 2 cups 0.5 L of tetrasodium polyphosphate, 1/2 cup 125 mL of laundry detergent, 5 quarts 5 L of 5 percent sodium hypochlorite bleach, and 15 quarts 15 L of warm water for each 5 gal. 20 L of solution required.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and adjoining construction and conditions under which Work is to be installed. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Prepare surfaces in accordance with paint manufacturer's instructions.
- B. Make substrates clean, dry, smooth, free from dust and other foreign matter which would adversely affect adhesion or appearance.
- C. Remove or protect hardware, plates, trim, lighting fixtures and similar items placed prior to painting. Disconnect equipment and temporarily move, where necessary, to permit painting of wall surfaces. Replace removed items upon completion of painting.
- D. Touch-up of Prime Coats:
1. Before applying succeeding coats, touch-up primers and undercoats and remove foreign matter from surface.
 2. Feather spot-priming or spot-coating into adjacent coating to produce smooth and level surface.
- E. Repair damaged galvanized coating in accordance with ASTM A780.
- F. Do not apply [mal coats until other trades, whose operations would be detrimental to finish painting, have completed their Work in areas to be painted.

3.3 PREPARATION OF NEW SURFACES

- A. Ferrous Metal - Typical Painting Systems:
1. Clean and prime surfaces, which have not been shop primed, before surface is damaged by weather or other exposure.
 2. Shop-primed items: After installation is completed, touch-up heads of bolts, welded surfaces which are unpainted, and surfaces or areas where primer has been abraded or otherwise damaged.
 3. Prior to application of field coats, remove oil, grease, welding flux residues and other contaminants harmful to painting in accordance with SSPC-SP 1 "Solvent Cleaning".
 4. After solvent cleaning, prepare bare metal surfaces by removing rust scale, loose mill scale or other detrimental deposits in accordance with SSPC-SP3 "Power Tool Cleaning".
- B. Galvanized Steel:
1. Clean surfaces of oil, grease and other soluble contaminants in accordance with SSPC-SP 1 "Solvent Cleaning".
 2. Use solvent in hot 140°F (60°C) water, or as recommended by paint manufacturers, using power wash or rags. Change cleaning rags frequently so that contaminants are not re-deposited on steel.
 3. Thoroughly rinse surfaces with clean water to remove solvent.

INITIALS  &
LESSOR GOVERNMENT

4. After solvent cleaning, clean surfaces of rust and other insoluble contaminants in accordance with SSPC-SP2 "Hand Tool Cleaning" or SSPC-SP3 "Power Tool Cleaning".
5. Test surfaces by wiping a clean white cloth across cleaned surfaces. If cloth remains clean, surfaces are ready for painting. If cloth becomes dirty, do not paint; provide additional cleaning and re-test until cloth remains clean.

C. Gypsum Board:

1. Repair surface defects including cracks, depressions or holes with gypsum board joint finishing compound as specified in Section 09250 GYPSUM BOARD.
2. Fill out flush and sand smooth.
3. Clean surfaces of dust dirt and other contaminants.
4. Allow surfaces to completely dry before applying paint.

D. Gypsum Plaster:

1. Cure plaster for minimum of 30 days prior to paint application. Use a moisture meter to determine if plaster is adequately dry.
2. Clean surfaces.
3. Fill cracks or voids as specified in Section 09210 GYPSUM PLASTER.

E. Wood:

1. Sand wood surfaces and edges smooth and even, before finishing or painting and between coats. Remove dust after each sanding.
2. Do not prime wood in building during erection of masonry.
3. Remove residue from knots, pitch streaks, cracks, open joints and sappy spots. On wood surfaces to be painted, apply shellac to knots, pitch and resinous sapwood before applying prime coat.
4. Countersink nails and fill nail holes, cracks, open joints and other defects with tinted putty or wood filler after primer is dry and before second coat. Sand putty or wood filler smooth before painting.

3.4 PREPARATION OF EXISTING SURFACES

A. General:

1. Remove blistered, peeling and scaling paint or chalk deposits to sound substrates.
2. Completely remove sealants or caulking.
3. Dull glossy surfaces.
4. Clean existing surfaces to remove loose dirt and dust.
5. Remove surface films that will prevent proper adhesion.
6. Treat paint finishes with gloss sheen to dull the surface with de-glosser.
7. Remove loose, blistered, or otherwise defective paint; smooth edges with sandpaper.
8. Clean corroded iron or steel surfaces to bright metal.
9. Spackle and sand gypsum and plaster surfaces.
10. Prime bare surfaces.

INITIALS AK & AK
LESSOR GOVERNMENT

- B. If existing surfaces cannot be prepared to an acceptable condition for proper finishing by using specified surface-preparation methods, notify Contracting Officer in writing.
- C. Clean and prepare surfaces to be painted according to surface-preparation schedule at the end of Part 3 and with manufacturer's written instructions for each substrate condition.
 - 1. Provide barrier coats over incompatible previously painted surfaces or primers or remove coats and prime prepared surfaces. Notify Contracting Officer in writing about possible problems resulting from using the specified finish-coat material over substrates previously finished.
- D. Deteriorated Paint: The following classifications of deteriorated paint films shall be used to determine the degree of surface preparation required. Measure adhesion by ASTM D 3359 Method A, tape test (multiply results by 2 to correlate with the 0 to 10 rating system).
 - 1. Sound Existing Paint, Including Tightly Adhered Paint Film: No evidence of cracking, checking, blistering, or lack of adhesion; slight chalking and mildew may be present.
 - a. Adhesion: Rating of 10.
 - b. Wash areas to be repainted; use mild detergent solution, and rinse with clean water until all detergent has been removed.
 - c. Remove dirt and chalking from the surface without damaging the substrates or adjacent areas.
 - d. Allow washed areas to dry before painting.
 - 2. Slightly to Moderately Deteriorated Paint Including Cracked or Loose Paint Film: Moderate cracking, checking, blistering, erosion, and loss of adhesion.
 - a. Adhesion: Rating of 6 to 8.
 - b. Treat areas as specified for sound existing paint above.
 - c. After washing, carefully examine surface for cracking, blistering, peeling, or flaking paint.
 - d. Remove cracked, blistered, and non-adhering paint.
 - e. Wipe surface clean to remove remaining dust.
 - 3. Severely Deteriorated Paint Including Extensive Cracked and Loose Paint Film: Considerable cracking, checking, blistering, erosion, loss of adhesion, and severe chalking or mildew.
 - a. Adhesion: Rating of 0 to 4.
 - b. Remove old paint film down to bare substrate by using hand-tool removal, scraping and sanding, chemical removal, or a combination of all three methods.
- E. Selection of surface-preparation tools and methods shall be the responsibility of painting restoration specialist, provided surface preparation complies with requirements specified for type of existing surface condition. Comply with the following general requirements for equipment:
 - 1. Do not use power tools including sanders, grinders, and power brushing tools.
 - 2. Heat gun (flameless) with temperature range of 700 to 1000 deg F 389 to 555 deg C maximum temperature may be used.
- F. Ferrous Metal:
 - 1. Clean surfaces of oil, grease and other soluble contaminants in accordance with SSPC-SP 1 "Solvent Cleaning."
 - 2. Clean surfaces of rust and other insoluble contaminants in accordance with SSPC-SP2 "Hand Tool Cleaning" or SSPC-SP3 "Power Tool Cleaning."
 - 3. Sand clean and spot prime.
- G. Galvanized Steel:
 - 1. Clean surfaces of oil, grease and other soluble contaminants in accordance with SSPC-SP 1 "Solvent Cleaning".
 - 2. Wire-brush or power wash weathered, unpainted surfaces to remove "white rust" deposits.

INITIALS AL & MS
LESSOR GOVERNMENT

3. Sand clean and spot prime.

H. Ferrous Metal to Receive Electro-statically-Applied Paint:

1. Surfaces must be clean and dry, and free of dust, grease, oil, silicones, wax and rust.
2. Sand glossy and chipped areas with 400-grit abrasive paper.
3. Wipe clean using detergent solutions or high quality lacquer thinner as recommended by paint manufacturer.

I. Masonry and Concrete:

1. Fill cracks and voids.
2. Remove mildew by scrubbing or power wash equipment using commercial mildew wash.

J. Gypsum Board:

1. Sand to feather edges smooth with adjacent surfaces.
2. Repair cracks and voids and spot prime.
3. Provide solvent wash for areas with greasy marking.
4. Provide detergent wash where required for adhesion of paint.

K. Gypsum Plaster:

1. Sand to feather edges smooth with adjacent surfaces.
2. Repair cracks and voids and spot prime.
3. Provide solvent wash for areas with greasy marking.
4. Provide detergent wash where required for adhesion of paint.

L. Wood - Paint (Opaque) Finish:

1. Putty cracks, crevices and nail holes.
2. Remove mildew by scrubbing or power wash equipment using commercial mildew wash.
3. Spot prime bare wood prior to applying an overall coat of primer.

M. Wood - Transparent Finish:

1. Remove existing paint to wood substrates by sanding and scraping. Do not damage existing profiles and surfaces.
2. Use chemical removers only if recommended by paint manufacturer.
3. Review cracks, crevices or nail holes with Contracting Officer prior to filling to determine extent and technique.

3.5 SURFACE-PREPARATION METHODS

- A. General: Use the cleaning methods specified in this article, using the gentlest appropriate method necessary to clean the surface.
- B. Wash surfaces by hand cleaning using clean rags, sponges, water, and detergent.
- C. Hand-Tool Cleaning: Use wet sanding and wet scraping methods only. Lightly mist substrate before sanding or scraping. Acceptable hand-tools include scrapers, wire brushes, sandpaper, steel wool, nonmetallic pads, and dusters. Because of varying substrates, selection of tools shall be the

INITIALS AK & [Signature]
LESSOR GOVERNMENT

responsibility of Contractor. After hand-cleaning is attempted, power tool cleaning may be required to complete cleaning and surface preparation.

- D. Solvent Cleaning: Solvent cleaning may be used to remove oil, grease, smoke, tar, and asphalt from painted or unpainted surfaces before preparation work begins. In addition, if necessary, spot-solvent cleaning may be employed just prior to the commencement of paint application, provided enough time is allowed for complete evaporation. Clean solvent and clean rags shall be used for the final wash to ensure that all foreign materials have been removed.
- E. Power Tool Cleaning: Do not use power-operated cleaning equipment without Contracting Officer's written approval based on submission by Contractor of a satisfactory quality-control program and demonstrated ability of operators to use tools without damaging historic surfaces. Quality-control program shall include provisions for supervising performance. Power tool equipment shall be used with vacuum filter attachments. The substrate to be cleaned and its existing condition will dictate the specific tools to be employed. Contractor shall select and use a combination of tools appropriate to the substrate.

3.6 SURFACE PREPARATION FOR EXISTING PAINTED WOOD

- A. Repair damaged wood areas including dents, holes, and cracks by filling with patching compound and wet sand smooth. Reset or remove protruding nail heads.
- B. Clean as required to remove existing deteriorated coatings and any foreign matter. Thick build-up of paint and runs and sags shall be wet sanded to achieve a smooth edge.
- C. Clean wood surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper.

3.7 SURFACE PREPARATION FOR EXISTING PAINTED CEMENTITIOUS MATERIALS

- A. New and Bare Plaster: Neutralize surface of plaster with mild acid solution as recommended
- B. By paint manufacturer. In lieu of acid neutralization, provide manufacturer's written recommendation for plaster primer over alkaline plaster surfaces.
- C. Concrete, Concrete Masonry Block, Plaster, and Mineral-Fiber-Reinforced Cement Panels: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents.
- D. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before applying paint.
- E. Concrete Floors: Clean to the extent required to remove existing deteriorated coatings. Remove efflorescence, reporting recurrence if caused by structural defect. If there is no recurrence of efflorescence, acid wash the bare spots to neutralize surface alkalinity and rinse with clean water before applying coatings.
- F. If there is no evidence of efflorescence, scrub with mild detergent solution. Remove dirt and other foreign matter. Remove oil and grease by solvent cleaning.

3.8 SURFACE PREPARATION FOR EXISTING PAINTED PLASTER OR GYPSUM BOARD

- A. Sound Existing Paint System: Wash all areas to be painted with a mild detergent solution; rinse with clean water until all detergent has been removed. Remove dirt and chalk from the surface without damaging the substrates or adjacent areas. Allow washed areas to dry thoroughly before painting.
- B. Rout out surface cracks to remove loose, unsound material; fill with patching compound and wet sand; spot-prime with specified primer.

3.9 SURFACE PREPARATION FOR EXISTING BARE AND PAINTED METAL

INITIALS  &
LESSOR GOVERNMENT

- A. Bare Metal Solvent Cleaning: Clean with solvents to remove oil, grease, and other contaminants before other cleaning treatments are used. Do not use solvents, including primer thinner and turpentine that leave residue.
- B. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces; remove rust, oil, grease, dirt, and other foreign substances. Use removal or cleaning methods that comply with paint manufacturer's written recommendations.
 1. Touch up bare areas and prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as shop coat.
- C. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents until surfaces are free of oil and surface contaminants.
- D. Metal Conditioner (Apply to Bare Metal): Apply phosphoric acid-based, etching-type surface treatments after solvent cleaning and according to manufacturers' written instructions. Rinse with clear water when reaction is complete. Allow at least 15 to 30 minutes but not less time than recommended by manufacturer for metal conditioner to condition the metal surface. Do not allow conditioner to dry before rinsing. If white rust (zinc oxide) appears after drying, wash clean with denatured alcohol immediately before priming.
- E. Surface-Preparation Methods: Remove loose rust and mill scale, spatter, slag, and flux deposits. Prepare surfaces as follows:
 1. SSPC-SP 2, "Hand Tool Cleaning."
 2. SSPC-SP 3, "Power Tool Cleaning."
 3. SSPC-SP II, "Power Tool Cleaning to Bare Metal."
- F. Priming: Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate to provide a dry film thickness of not less than 1.5 mils/0.03 mm. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 2. Apply two coats of shop paint to inaccessible surfaces.

3.10 APPLICATION, GENERAL

- A. Manufacturer's Instructions:
 1. Follow paint manufacturer's instructions; do not exceed manufacturer's recommended application rate.
 2. Use application materials and equipment recommended by paint manufacturer.
 3. Stir materials before application to produce mixture of uniform density. Re-stir as required during application.
 4. Use thinners only if recommended by paint manufacturer.
 5. Provide total dry film thickness recommended by paint manufacturer for conditions of use.
- B. Painting, General:
 1. Number of coats specified is minimum number acceptable.
 2. Allow each coat of paint, varnish and enamel to dry thoroughly before applying succeeding coats.
 3. Use products of same manufacturer for succeeding coats.
 - a. Where shop primed materials are field painted, or prime coat materials are by different manufacturer than finish coat materials, confirm compatibility of materials and submit required certification.

- b. If shop primer is not compatible with finish coats, apply barrier coat, as recommended by finish coat manufacturer, over incompatible shop primer.
 4. Make edges of paint adjoining other materials or colors sharp and clean, without overlapping.
 5. Make each coat of paint slightly different shade from preceding coat.
 6. Final colors shall match approved samples.
- C. Painting Miscellaneous Items and Areas:
1. Paint shop-primed door hinges same color as door frames to which attached, unless a different color is selected. Do not paint door hardware which have plated finishes.
 2. Finish tops, bottoms and edges of doors same as faces of doors.
 3. Finish closets same as adjoining rooms, unless otherwise specified.
 4. Finish other surfaces not specifically mentioned same as adjoining surfaces.
 5. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
- D. Elevator Hoistway Doors and Frames: Electro-statically repaint in place.
- E. Touch-up:
1. Touch-up and restore finish where damaged.
 2. If stain, dirt or undercoats show through final coat of paint, correct defects and cover with additional coats until coating or paint film is of uniform finish, color, appearance and coverage.
 3. Give special attention to edges, corners, crevices, welds, exposed fasteners and similar items to be sure these areas receive dry film thickness equivalent to flat surfaces.

3.11 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Contracting Officer.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
- C. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA PI.

3.12 CLEANING

- A. At completion of each day's Work, remove from premises rubbish and accumulated materials caused by this Work.
- B. Clean off paint spots, oil and other soiling from pre-finished surfaces and surfaces with integral finish. Use solvents which will not damage finished surface.

3.13 INTERIOR PAINT SCHEDULE

- A. Colors and products are as listed in the Finishes Schedule or as approved equal.
- B. Interior Ferrous Metal - Acrylic-Latex Finish:
 1. Primer: Rust-inhibitive water-based metal primer; touch up shop primed items.
 - a. Acceptable product and manufacturer: Equivalent to Iron Clad Latex Low Lustre Metal and Wood Enamel No. 363 by Benjamin Moore.
 2. Second coat: Low-VOC acrylic-latex interior paint; semi-gloss.

- a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Semi-Gloss Enamel 224 by Benjamin Moore.
3. Third coat: Same as second coat.
- C. Interior Concrete Masonry Units - Acrylic-Latex Finish:
 1. Primer: Vinyl acrylic latex block filler.
 - a. Acceptable product and manufacturer: Equivalent to Moorcraft Super Craft Latex Block Filler No. 285 by Benjamin Moore.
 2. Second coat: Low-VOC acrylic-latex interior paint; eggshell.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Eggshell 213 by Benjamin Moore.
 3. Third coat: Same as second coat.
- D. Interior Gypsum Board and Plaster - Acrylic-Latex Finish - Satin or Semi-Gloss:
 1. First coat: Low-VOC interior primer.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Primer Sealer 231 by Benjamin Moore.
 2. Second coat: Low-VOC acrylic-latex interior paint; semi-gloss.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Semi-Gloss Enamel 224 by Benjamin Moore.
 3. Third coat: Same as second coat.
- E. Interior Gypsum Board and Plaster - Acrylic-Latex Finish - Eggshell:
 1. First coat: Low-VOC interior primer.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Primer Sealer 231 by Benjamin Moore.
 2. Second coat: Low-VOC acrylic-latex interior paint; eggshell.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Eggshell 213 by Benjamin Moore.
 3. Third coat: Same as second coat.
- F. Interior Gypsum Board and Plaster - Acrylic-Latex Finish - Flat:
 1. First coat: Low-VOC interior primer.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Primer Sealer 231 by Benjamin Moore.
 2. Second coat: Low-VOC acrylic-latex interior paint; flat.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Flat 219 by Benjamin Moore.
 3. Third coat: Same as second coat.
- G. Interior Wood - Acrylic-Latex Finish:
 1. First coat: Low-VOC interior primer.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Primer Sealer 231 by Benjamin Moore.
 2. Second coat: Low-VOC acrylic-latex interior paint; semi-gloss.
 - a. Acceptable product and manufacturer: Equivalent to Pristine Eco Spec Interior Latex Semi-Gloss Enamel 224 by Benjamin Moore.
 3. Third coat: Same as second coat.

INITIALS M & PK
LESSOR GOVERNMENT

H. Interior Ferrous Metal - Alkyd Finish:

1. Primer: Rust inhibiting alkyd primer; touch up shop primed items.
 - a. Acceptable product and manufacturer: Equivalent to Iron Clad Alkyd Low Luster Metal & Wood Enamel 163 by Benjamin Moore.
2. Second coat: Alkyd enamel, satin/low luster or semi-gloss or high gloss, as scheduled
 - a. Acceptable products and manufacturers: Equivalent to Satin Impervo 235; Alkyd Dulamel207; or Impervo Alkyd High Gloss Metal & Wood Enamel 133 by Benjamin Moore.
3. Third coat: Same as second coat.

I. Interior Ferrous Metal - Polyurethane Finish:

1. Primer: Zinc rich urethane primer; touch up shop primed items; 2.5 to 3.0 mils (0.064 to 0.076 mm) film thickness.
 - a. Product and manufacturer: 90-97 Tneme-Zinc by Tnemec.
2. Second coat: Epoxy-polyamide coating; 2.0 to 3.0 mils (0.051 to 0.076 mm) dry film thickness.
 - a. Product and manufacturer: Series 66, custom color, Hi-Build Epoxoline by Tnemec.
3. Third coat: Acrylic polyurethane enamel, gloss; 2.5 to 3.0 mils (0.064 to 0.076 mm) dry film thickness.
 - a. Product and manufacturer: Series 1074, custom color, Endura-Shield IV by Tnemec.

J. Interior Ferrous Metal - Electro-statically-Applied Finish:

1. Primer: Universal primer, to act as barrier coat over shop primer.
 - a. Product and manufacturer: As recommended by electrostatic paint manufacturer.
2. Second coat: Alkyd enamel specifically blended for electrostatic application; semi-gloss enamel.
 - a. Acceptable product and manufacturer: Equivalent to Per-Ma-Lite Electrostatic Semi-Gloss Enamel by Budeke's.
3. Third coat: Same as first.

K. Interior Galvanized Metal - Alkyd Finish:

1. Primer: Vinyl-acrylic latex primer; touch up shop primed items.
 - a. Acceptable product and manufacturer: Equivalent to Iron Clad Low Luster Metal & Wood Enamel 363 by Benjamin Moore.
2. Second coat: Alkyd enamel, satin/low luster or semi-gloss or high gloss, as directed by Contracting Officer.
 - a. Acceptable products and manufacturers: Equivalent to Satin Impervo 235; Alkyd Dulamel 207; or Impervo Alkyd High Gloss Metal & Wood Enamel 133 by Benjamin Moore.
3. Third coat: Same as second coat.

L. Interior Galvanized Metal - Polyurethane Finish:

1. First coat: Epoxy-polyamide coating; 2.0 to 3.0 mils (0.051 to 0.076 rom) dry film thickness; touch up shop primed items.
 - a. Product and manufacturer: Series 66, custom color, Hi-Build Epoxoline by Tnemec.
2. Second coat: Acrylic polyurethane enamel, gloss; 2.5 to 3.0 mils (0.064 to 0.076 mm) dry film thickness.
 - a. Product and manufacturer: Series 1074, custom color, Endura-Shield IV by Tnemec.

M. Interior Concrete Masonry Units - Latex Finish:

1. Primer: Vinyl acrylic latex block filler.
 - a. Acceptable product and manufacturer: Equivalent to Moorcraft Super Craft Latex Block Filler No. 285 by Benjamin Moore.

2. Second coat: Acrylic latex enamel, semi-gloss.
 - a. Acceptable product and manufacturer: Equivalent to Regal AquaGlo 333 by Benjamin Moore.

N. Interior Concrete Masonry Units and Concrete Walls [and Ceilings] - Latex Finish:

1. First coat: Vinyl acrylic primer.
 - a. Acceptable product and manufacturer: Equivalent to Regal FirstCoat Interior Latex Primer & Underbody 216 by Benjamin Moore.
2. Second coat: Acrylic latex enamel, semi-gloss.
 - a. Acceptable product and manufacturer: Equivalent to Regal AquaGlo 333 by Benjamin Moore.
3. Third coat: Same as second coat.

O. Interior Concrete Masonry Units - Epoxy Finish:

1. Primer: Epoxy block filler at 60 to 80 sq.ft./gal. (1.48 to 1.97 sq. mil).
 - a. Product and manufacturer: Series 54-660 Epoxy-Polyamide Masonry Filler by Thnec.
2. Second coat: High solids catalyzed epoxy coating at 130 -160 sq. ft./gal. (3.19 to 3.93 sq. mil).
 - a. Product and manufacturer: Series 83 (Color) Ceramlon II by Thnec.
3. Third coat: Same as second coat.

P. Interior Concrete Floors - Skid-Resistant Epoxy Finish:

1. First coat: Water-borne epoxy amine, gloss.
 - a. Acceptable product and manufacturer: Equivalent to Enviro-Tread Series 287 by Thnec.
2. Second coat: Same as second coat.
 - a. Acceptable product and manufacturer: Equivalent to Regal FirstCoat Interior Latex Primer & Underbody 216 by Benjamin Moore.
3. Second coat: Alkyd enamel, satin/low luster.
 - a. Acceptable product and manufacturer: Equivalent to Satin Impervo 235 by Benjamin Moore.

Q. Interior Gypsum Board - Multi-Colored Finish:

1. First coat: Vinyl latex emulsion basecoat for use on gypsum board substrates.
 - a. Product and manufacturer: Polomyx 202 Basecoat.
 - b. Apply additional coats as required to produce uniform appearance.
 - c. Sand with 120 grit sandpaper prior to application of second coat.
2. Second coat: Modified acrylate copolymer coating.
 - a. Product and manufacturer:
 - (1) Polomyx Gallery 4000 Series.
 - (2) Color blends to be selected by Architect from manufacturer's standard color blend groups for the specified series.
 - b. Step one: Apply by high-pressure spray to provide continuous uniform film, completely covering primer.
 - c. Step two: Apply by low-pressure spray to produce uniform pattern break and texture matching accepted sample.

R. Interior Wood - Transparent Finish:

1. Filler: natural color paste wood filler; tint to match color of stain.
 - a. Acceptable product and manufacturer: equivalent to Benwood Interior Wood Finishes Wood Grain Filler 238 by Benjamin Moore.
2. First coat: Alkyd penetrating stain; color as required to match Contracting Officer's sample.
 - a. Acceptable product and manufacturer: Equivalent to Benwood Interior Wood Finishes Penetrating Stain 234 by Benjamin Moore.

3. Second coat: Clear polyurethane coating, low luster; thin 1:4, mineral spirits to polyurethane.
 - a. Acceptable product and manufacturer: Equivalent to Benwood Polyurethane Finish Low Lustre 435 by Benjamin Moore.
4. Third coat: Same as second coat, but apply as packaged with no thinning; sand lightly between finish coats.
5. Fourth coat: Same as third coat; sand lightly between finish coats.

END OF SECTION

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery—Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

INITIALS: 12 & [Signature]
 LESSOR GOVERNMENT

LABOR STANDARDS	38	52.222-26	Equal Opportunity
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	40	52.222-21	Prohibition of Segregated Facilities
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
	42	52.222-36	Affirmative Action for Workers with Disabilities
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	45	52.215-12	Subcontractor Cost or Pricing Data
	46	52.219-8	Utilization of Small Business Concerns
	47	52.219-9	Small Business Subcontracting Plan
	48	52.219-16	Liquidated Damages—Subcontracting Plan

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 DEFINITIONS (SEP 1999) (VARIATION)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - (1) acts of God or of the public enemy,
 - (2) acts of the United States of America in either its sovereign or contractual capacity,
 - (3) acts of another contractor in the performance of a contract with the Government,
 - (4) fires,
 - (5) floods,
 - (6) epidemics,
 - (7) quarantine restrictions,
 - (8) strikes,
 - (9) freight embargoes,
 - (10) unusually severe weather, or
 - (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (m) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (n) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

INITIALS: 12 &
LESSOR GOVERNMENT

2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

INITIALS: 12 &
LESSOR GOVERNMENT

(b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

- (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases,

INITIALS: AG & [Signature]
LESSOR GOVERNMENT

in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
- (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide

INITIALS: AL & [Signature]
LESSOR GOVERNMENT

any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2008)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

INITIALS: MB & [Signature]
LESSOR GOVERNMENT

20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
 - (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active."
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to

INITIALS: 16 & [Signature]
LESSOR GOVERNMENT

award, during performance, and through final payment of any contract resulting from this solicitation.

- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
 - (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

INITIALS:

LESSOR

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GOVERNMENT

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

23. 552.232-75 PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
- (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.



INITIALS: &
LESSOR GOVERNMENT

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
 - (1) Designate a financial institution for receipt of EFT payments.
 - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
 - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
 - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
 - (2) Lessor's name.
 - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

INITIALS: _____ & _____
 LESSOR  GOVERNMENT 

25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:

- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
- (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applicable to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from

INITIALS: 42 & [Signature]
LESSOR GOVERNMENT

the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price

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LESSOR GOVERNMENT

charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

INITIALS:

LESSOR

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GOVERNMENT

- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than

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LESSOR GOVERNMENT

30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the

INITIALS:

LESSOR

& GOVERNMENT

available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

34. 552.270-14 CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or

INITIALS: AE & MT
LESSOR GOVERNMENT

- (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the ~~contract~~, subcontract, or modification; or

INITIALS: _____ & _____
LESSOR GOVERNMENT

- (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General.*
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
 - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

37. 52.233-1 DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted

INITIALS: *AL* & *[Signature]*
LESSOR GOVERNMENT

is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall

INITIALS: _____ & _____
LESSOR GOVERNMENT

not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase

INITIALS:

LESSOR &  GOVERNMENT

order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

INITIALS: _____ & _____
LESSOR GOVERNMENT

- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and

INITIALS: 46 & MS
LESSOR GOVERNMENT

- other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
 - (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
 - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
 - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
 - (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
 - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
 - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

INITIALS: AT & [Signature]
LESSOR GOVERNMENT

- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Applicable to leases over \$10,000.)

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
 - (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
 - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

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LESSOR GOVERNMENT

- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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GOVERNMENT

44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

INITIALS: AB & MM
LESSOR GOVERNMENT

the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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GOVERNMENT

- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(Applicable to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.

- (b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- (d) The Offeror's subcontracting plan shall include the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of—
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned

INITIALS: 11 & [Signature]
LESSOR GOVERNMENT

- small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone

INITIALS: 46 & MS
 LESSOR GOVERNMENT

small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business,

INITIALS: *AL* & *MS*
LESSOR GOVERNMENT

HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 0FL2234	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

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3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
GREG GANTHER [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

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(d) *Taxpayer Identification Number (TIN).* **B4**

- ☒ TIN: [REDACTED]
 [] TIN has been applied for.
 [] TIN is not required because:
 [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 [] Offeror is an agency or instrumentality of a foreign government;
 [] Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- 4; [] Sole proprietorship; [] Government entity (Federal, State, or local);
 [] Partnership; [] Foreign government;
☒ Corporate entity (not tax-exempt); [] International organization per 26 CFR 1.6049-
 [] Corporate entity (tax-exempt); [] Other _____

(f) *Common Parent.*

- [] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☒ Name and TIN of common parent:

Name PARENTAL FINANCIAL, INC.

TIN [REDACTED] B4

9. **52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

- (i) Company legal business name.
 (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 (iii) Company physical street address, city, state and zip code.
 (iv) Company mailing address, city, state and zip code (if separate from physical).
 (v) Company telephone number.
 (vi) Date the company was started.
 (vii) Number of employees at your location.
 (viii) Chief executive officer/key manager.
 (ix) Line of business (industry).
 (x) Company Headquarters name and address (reporting relationship within your entity).

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10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission.

DUNS #

~~01-830-0884~~ 969981711 MT

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) GREG GAUTHIER 213 Washington St. - Metuchen Newark, NJ 07102 <div style="background-color: black; width: 200px; height: 30px; margin: 10px 0;"></div> Signature	TELEPHONE NUMBER (972) 367 - 1442 4-8-13 Date
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EXHIBIT F - DEVIATIONS SPREADSHEET

Form L201C

Provision	Comments	Reasons	GSA Response
1.09 C3	This fire to be eliminated.	TL Allowance is limited to amount requested	If the full tenant improvement allowance is not utilized, GSA cannot pay for services that were not rendered. This clause allows the tenant improvements to be adjusted downward to reflect the actual monies spent on improvements. As previously indicated and identified in 1.09, the Government will make a lump sum payment at the time of acceptance of space for any costs that exceed the allowance.
1.13	Janitorial included		Agreed
2.06 C3	Delete.	This is not customary. LL has no control over assessments other than to file appeals. The property is fully assessed and an appeal was just accomplished.	GSA legal has indicated that this language cannot be changed.
2.06 C7	120 days.	Insufficient time for Prudential Lease Administration	GSA legal has confirmed that this timeframe cannot be changed.
3.03, 3.05, 3.07, 3.08, 3.10, 3.12	Exempt	Existing Conditions. LL will comply if changes are made to the space.	GSA has confirmed space is acceptable as is
3.12	Exempt	Existing Conditions	LL agrees to upgrade the area in front of the elevators to/from the GSAs space and the corridor in front of the restrooms.
3.16	Exempt	Not required by GSA	LL has provided a list of energy efficient improvements made to the building
3.17E	Exempt	The elevator cabs are to be accepted as-is.	GSA confirmed elevators are acceptable as is
3.18	Exempt	There is no directory	GSA has confirmed space is acceptable as is
3.22	Exempt.	The ceiling is to be accepted as-is. Any damaged ceiling tiles will be replaced by LL at LL's cost. However, any damage or replacement caused by Tenant Improvements shall be a cost of the Tenant Improvements.	GSA has confirmed space is acceptable as is
3.23-3.26, 3.28, 3.29, 3.30-3.32, & 3.34	Exempt	Existing conditions acceptable to EPA	GSA has confirmed space is acceptable as is
3.42	LL will add one drinking fountain.	Complies except LL will add counter area at LL's cost	Agreed
3.43	Exempt.	Existing conditions. Telecommunications and Data is Tenant's responsibility	Agreed
3.48-3.49	Exempt	Except for new base building construction being completed by LL.	Agreed
3.57	Exempt	We will provide schedule for construction	Agreed
4.01 H	Construction will be completed in 120 days.	Tenant is in possession of space	Agreed, provided that all work is completed within 120 days
4.13	Exempt	Existing conditions acceptable to EPA	GSA has stated liquidated damages cannot be waived. Should only apply to the anticipated scope of work for the tenant improvements.
5.04 - 5.08	Exempt	Telecommunications and Data is Tenant's responsibility	GSA has confirmed space is acceptable as is
5.14-5.17	Exempt	The garage is not heated	Agreed
6.04	Exempt	Eliminated by EPA	GSA has confirmed space is acceptable as is
7.04 2	Exempt	Eliminated by EPA	Agreed
7.04 5	Exempt	Eliminated by EPA	Agreed
7.04 9	Exempt	Cable is available at Premises	Agreed

Form R101C

Provision	Comments	Reasons	GSA Response
1.09	Exempt	GSA to provide a general disclaimer about existing conditions	Statement included in 7.05 of the Lease.
2.02	Exempt	Not required by GSA	Agreed
2.03	Exempt	Not required by GSA	Agreed
2.08	Exempt	Not required by GSA	Agreed
3.05 C	A representation that the person signing the lease is authorized to do so		LL has provided authorization.
3.05 O	No vending facilities		Okay

Prelease Building Security Plan

Provision	Comments	Reasons	GSA Response
General	Exempt	Form is provided. Except for shatter-resistant window film building appears satisfactory. Given that the EPA has been in the building for 10 years and the space is on the 7th floor, LL requests exemption from providing window film.	Shatter resistant window film will not be waived.

Prelease Fire Protection and Life Safety Evaluation

Provision	Comments	Reasons	GSA Response
General	Exempt	Form is provided. Given that the EPA has been in the building for 10 years, LL requests exemption from providing and additional items.	See Lease Section 1.16

LEASE NO.

KFL 62486

INITIALS cmw LESSOR KT REPORT

ADDITIONAL SECURITY STANDARDS—ISC LEVEL II**1. GENERAL REQUIREMENTS (NOV 2005)****A. Overview of Lease Security Standards:**

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oqa.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

2. SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SPECIFIC)

- A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government.
- B. Alternatively, the Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or *ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

3. EMERGENCY POWER TO CRITICAL SYSTEMS (BUILDING SPECIFIC) (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

4. POSTING OF GOVERNMENT RULES AND REGULATIONS (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

5. TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT) (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

6. ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT) (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

7. ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT/TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

8. **CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT/TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.
9. **CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT /TENANT IMPROVEMENT) (NOV 2005)**
When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.
10. **ENTRY SECURITY: SECURITY GUARDS (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT /TENANT IMPROVEMENT) (NOV 2005)**
Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.
11. **ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (PERMISSION—ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT/TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.
12. **ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.
13. **ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.
14. **PARKING SECURITY REQUIREMENTS (NOV 2005)**
Identification of Parking Areas: (BUILDING SPECIFIC) Government parking areas or spaces shall be assigned and marked as "reserved."